

AMENDED

City Hall
80 Broad Street
January 23, 2018
5:00 p.m.

State of the City Address
7:00 p.m.

CITY COUNCIL

A. Roll Call

B. Invocation – Councilmember Gregorie

C. Pledge of Allegiance

D. Presentations and Recognitions

E. Public Hearings

1. An ordinance authorizing the Mayor to execute on behalf of the City a First Amendment to the Development Agreement between the City and Ashley River Investors, LLC, St. Matthews Lutheran Church and the Bishop of Charleston pertaining to lands located in upper peninsula area of the City comprising approximately 326 acres and bearing Charleston County Tax Map Numbers 464-00-00-012, 464-00-00-029, 466-00-00-019, 466-00-00-028, 466-00-00-029, 466-00-00-030, 466-00-00-031, 466-00-00-035, 466-00-00-036, 466-00-00-049, 464-00-00-025, 464-00-00-026, 464-00-00-028, 464-00-00-039, 464-00-00-040, 464-13-00-013, 464-13-00-012, 464-13-00-011, 464-00-00-008, 464-13-00-023, 466-00-00-016, 466-00-00-017, 466-00-00-018, 466-00-00-032, 466-00-00-033, 466-00-00-034, 466-00-00-037, 466-00-00-044, 466-00-00-046, 466-00-00-051, 460-00-00-002, 466-00-00-021, 464-14-00-136 and 464-00-00-019. **(SECOND READING)**
2. Receive public input on the annexation of lands located west of the Ashley River on or near Highway 61 and bearing Charleston County Tax Map Numbers 301-00-00-002; 301-00-00-003; 301-00-00-005; 301-00-00-023 (a portion); and 359-00-00-006.
3. Receive public input on the annexation of lands located west of the Ashley River on or near Highway 61 and bearing Charleston County Tax Map Numbers: 361-00-00-006; 361-00-00-007; 364-00-00-001; and 364-00-00-002.

F. Act on Public Hearing Matters

G. Approval of City Council Minutes:

1. December 11, 2017

2. December 19, 2017

3. January 9, 2018

H. Citizens Participation Period

I. Petitions and Communications:

- a. Discussion and/or approval of language for the John C. Calhoun monument (*DEFERRED*)

J. Council Committee Reports:

1. Committee on Public Safety: (Meeting was held Thursday, January 18, 2018 at 4:00 p.m.)

- a. Update from Turning Leaf Project (Information Only)
- b. Update on searches for Police and Fire Chiefs (Information Only)
- c. Updates (Information Only):
 - Fire Department
 - Police Department
 - Emergency Management
- d. Approval of the State of South Carolina Statewide Mutual Aid Agreement for Emergency and Disaster Response/Recovery (Information Only)

2. Committee on Recreation: (Meeting was held Monday, January 22, 2018 at 4:00 p.m.)

- a. Parks Improvement and Expansion
 - i. Stoney Field
 - ii. WPAL Park
 - iii. Bender Street Park
 - iv. Annual Playground Replacement Update
 - 1. Thomas Johnson
 - 2. Randolph Park
 - 3. Martin Park
 - 4. Lenevar
 - 5. Parkshore
 - 6. Forest Park
 - v. Park House Maintenance Updates
 - vi. Ballfield Lighting Updates
 - 1. Bayview Soccer Complex
 - 2. Governors Park
 - vii. Greenway Paving Projects Review
 - viii. JI Rec Center Roofing Project
 - ix. Daniel Island Recreation Center

- x. Annual Court Resurfacing Summary
- xi. Herbert Hassel Pool Resurfacing schedule
- xii. WL Stevens Bulkhead Screen Repair Update
- xiii. Discussion and potential action regarding replacement parks for DeReef Park**

- b. Cultural Services – Cultural Plan
- c. Recreation Department and facilities
 - i. Natatorium
 - ii. Swimming Facilities Discussion

3. Committee on Public Works and Utilities: (Meeting was held Tuesday, January 23, 2018 at 3:30 p.m.)

a. Acceptance and Dedication of Rights-of Way and Easements:

(i) Sidewalk and Granite Curb at Beaufain and Smith Streets- Approval to notify SCDOT that the City intends to accept maintenance responsibility for the 292 LF of sidewalk and 297 LF of Granite Curb to be constructed along Beaufain and Smith Streets, within the SCDOT rights-of-ways (S-393) (S-871)

- Letter
- Map

(ii) Grand Terrace at Grand Oaks-Acceptance and Dedication of a portion of Claret Cup Way (50' R/W, 652 LF), Spindlewood Way (50' R/W, 772 LF), Water Lotus Drive (70' & 50' R/W, 1,122 LF). There are 85 lots. All infrastructure with the exception of sidewalks has been completed. The sidewalks have been bonded.

- Title to Real Estate
- Affidavit for Taxable or Exempt Transfers
- Exclusive Storm Water Drainage Easements
- Plat

(iii) Oak Bluff Phase 1B- Acceptance and Dedication of a portion of Oak Bluff Avenue (30' R/W, 508 LF). There are 19 lots. All infrastructure has been completed.

- Title to Real Estate
- Affidavit for Taxable or Exempt Transfers
- Exclusive Storm Water Drainage Easements
- Plat

- b. Resolution for the adoption of the revised Charleston Regional Hazard Mitigation Plan by Charleston City Council

4. Committee on Ways and Means:

(Bids and Purchases

(Fire Department: Approval to accept the HMEP grant in the amount of \$7,560 for the Charleston FD Haz-Mat Team to attend specialized training. An in-kind 20%

- match in the amount of \$1,890 will be documented for this grant.
- (Police Department: Approval to submit the FFY19 Highway Safety Grant Application for salaries, mileage, and cellular service of two traffic enforcement officers for \$155,746. No City match is required.
- (Police Department: Approval of a contract between the City and Turning Leaf Project. Turning Leaf provides pre-release and post release reentry programs for CCDC inmates. The amount to be paid by the City is \$85,000, which is the same as the 2016 and 2017 contracts.
- (Parks-Capital Projects: Approval of Charleston Police Department Team 4 Office Building Roof Overlay Change Order #1 to the Construction Contract with Coastal Roofing Company, Inc. in the amount of \$6,523.10 for the re-caulking at all exterior opening perimeters and four vertical expansion joints. The project budget will increase by \$6,523.10. The contract time will increase by thirty (30) days. The approval of Change Order #1 will result in a \$6,523.10 increase to the Coastal Roofing Company, Inc. Construction Contract from \$44,200 to \$50,723.10. The approval will also result in a \$6,523.10 increase to the total project budget from \$2,316,723.18 to \$2,323,255.28. With approval of this Change Order, Council is approving the transfer in the amount of \$6,523.10 to the project budget from 2018 Facilities Maintenance-General Maintenance. The funding source for this project is the 2015 Installment Purchase Revenue Bond (\$2,130,000), 2015 General Fund Reserves (\$142,584) 2017 Police Department (\$3,904.18), 2017 Capital Projects-Structural Repairs (\$32,219) and 2017 Facilities Maintenance-General Maintenance (\$8,025).
- (Public Service: Approval for B&C Land Development to install a new liner in the failed storm drain line in Ashley Avenue in the amount of \$196,370 using pipe-burst technology. The line failed after Irma and required immediate repairs. The previously selected contractor was unable to complete the repairs. The work was completed to prevent collapse of the roadway and yards.
- (Public Service: Approval for Sea Island Land Development to install three Checkmate check valves in the amount of \$119,999.99 to replace three failing Tide flex valves in the canal.
- (Traffic and Transportation: Request authority for the Mayor to execute the Memorandum of Understanding between the City of Charleston and Charleston Area Convention and Visitors Bureau to provide reimbursement for improvements to temporary Park and Ride Lot at 999 Morrison Drive. The amount of reimbursement is not to exceed \$40,000.
- (Request approval to execute the Memorandum of Understanding whereby the City will renew its Agreement with the Medical University Hospital Authority for one year for the use of a police forensics lab. The property is owned by Medical University Hospital Authority. (165 Ashley Avenue, Rooms EH203A, EH203B, and EH203C; TMS: 460-15-01-049)
- (Request approval to execute the Third Amendment to Lease whereby the City will renew its Lease with Charles River Laboratories, Inc. for one additional year for the use of the police forensics unit. The property is owned by Charles River

Laboratories, Inc. (1023 Wappoo Road, Suites A14, A15, and B48; TMS: 351-15-00-007)

(Request approval to execute the First Amendment to Commercial Lease and Deposit Receipt whereby the City will renew its Lease with 1575 Savannah Highway, LLC for five years for the use of City storage. The property is owned by 1575 Savannah Highway, LLC. (1575 Savannah Highway, Suite 5; TMS: 349-01-00-035)

(Consider the following annexations:

- 209 Hickory Street (TMS# 418-13-00-103) 0.12 acre, West Ashley (District 9). The property is owned by Lucious Morris and Bridget Morris.
- An ordinance to annex to the City of Charleston properties located West of the Ashley River on or near Highway 61 bearing Charleston County Tax Map Nos. 361-00-00-006, 361-00-00-007, 364-00-00-001 and 364-00-00-002 as shown on the map attached to this ordinance labeled “annexation exhibit” and to make said properties a part of District 10.
- An ordinance to annex to the City of Charleston properties located West of the Ashley River on or near Highway 61 bearing Charleston County Tax Map Nos. 301-00-00-002, 301-00-00-003, 301-00-00-005, 301-00-00-023 (a portion), 359-00-00-006 as shown on the map attached to this ordinance labeled “annexation exhibit” and to make said properties a part of District 10.

(Executive Session: Consider the acquisition of properties in the Cooper River Bridge District for park purposes. Action may or may not be taken.

(Request approval of a Resolution to clarify and confirm the allocation of the bond proceeds from the Horizon Redevelopment Project Area TIF.

Give first reading to the following bill coming from Ways and Means:

An ordinance to provide for the annexation of property known as 209 Hickory Street (0.12 acre) (TMS# 418-13-00-103), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 9. The property is owned by Lucious Morris and Bridget Morris.

An ordinance to annex to the City of Charleston properties located West of the Ashley River on or near Highway 61 bearing Charleston County Tax Map Nos. 361-00-00-006, 361-00-00-007, 364-00-00-001 and 364-00-00-002 as shown on the map attached to this ordinance labeled “annexation exhibit” and to make said properties a part of District 10.

An ordinance to annex to the City of Charleston properties located West of the Ashley River on or near Highway 61 bearing Charleston County Tax Map Nos. 301-00-00-002, 301-00-00-003, 301-00-00-005, 301-00-00-023 (a portion), 359-00-00-006 as shown on the map attached to this ordinance labeled “annexation exhibit” and to make said properties a part of District 10.

K. Bills up for Third Reading:

1. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 10 Society Street and two vacant parcels on Society Street (Peninsula) (0.62 acre) (TMS #458-01-04-002, 458-01-04-004 and 458-01-04-021) (Council District 1), be rezoned from General Business (GB) classification to Mixed-Use/Workforce Housing (MU-2/WH) classification. The property is owned by Leonard Storage Co, Inc and John T. Leonard, Inc. (DEFERRED)*
2. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 32 Laurens Street and a vacant parcel on Laurens Street (Peninsula) (1.32 acres) (TMS #458-01-04-003 and 458-01-02-017) (Council District 1), be rezoned from General Business (GB) and Light Industrial (LI) classifications to Mixed-Use/Workforce Housing (MU-2/WH) classification. The property is owned by Roy F. Cole, Jr. et al. (DEFERRED)*

L. Bills up for Second Reading:

1. *An ordinance to provide for the annexation of property known as Property located on South Gevert Drive (0.24 acre) (TMS# 343-03-00-270), James Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 11. The property is owned by Union Investments LLC.*
2. *An ordinance authorizing the Mayor to execute on behalf of the City a First Amendment to the Public Infrastructure Improvements Agreement with Ashley River Investors, LLC pertaining to the construction and funding of public infrastructure improvements in the Charleston Neck Redevelopment Project area with Tax Increment Fund Bond Proceeds and Tax Increment Fund Revenues.*
3. *An ordinance to provide for the annexation of property known as Oakville Plantation Road (approximately 18.61 acres) (TMS# 317-00-00-007), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Keith W. Lackey et al. (DEFERRED)*
4. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by revising Section 54-220 (B) (1) (E) (15) pertaining to limits on the number of rooms in facilities. (DEFERRED FOR PUBLIC HEARING)*
5. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 221 Spring Street, 194 Cannon Street and adjacent zoned right-of-way (Peninsula) (approximately 2.379 acres) (TMS #460-10-04-011, 460-10-04-013) (Council District 6), be rezoned so as to be included in the Accommodations Overlay (A) classification designated as "A-7": 175 room maximum. (DEFERRED FOR PUBLIC HEARING)*
6. *An ordinance to amend Ordinance No. 2017-083, establishing a Temporary Moratorium*

on the acceptance or processing of applications pertaining to properties on James Island located in non-residentially zoned districts that exceed 4 units or 25,000 square feet, so as to extend the expiration date of the Temporary Moratorium until December 31, 2017. (DEFERRED FOR PUBLIC HEARING)

- 7. An ordinance to amend Ordinance No. 2017-060 that established a Temporary Moratorium on the acceptance or processing of applications for new construction on properties located in the 100 year floodplain within the Church Creek Drainage Basin for an additional period of six months. (DEFERRED FOR PUBLIC HEARING)*
- 8. An ordinance to provide for the annexation of property known as property on Bees Ferry Road (approximately 17.13 acres) (a portion of TMS# 286-00-00-040), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Julia E Bradham, Margaret Bradham Thornton and John M. Bradham. (DEFERRED)*
- 9. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Bees Ferry Road (West Ashley) (approximately 17.13 acres) (a portion of TMS #286-00-00-040) (Council District 5), be zoned Limited Business (LB) classification. The property is owned by Julia E. Bradham et al. (DEFERRED FOR PUBLIC HEARING)*
- 10. An ordinance to provide for the annexation of property known as 251 Louise P. Gardner Street (0.10 acre) (TMS# 343-03-00-246), James Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 11. The property is owned by Christopher DiMattia. (DEFERRED)*
- 11. An ordinance to provide for the annexation of property known as property on Folly Road and Grimball Road Extension (approximately 10.0 acres) (TMS# 427-00-00-020, 039, 106, 110, 111), James Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 6. The property is owned by the Estate of Willie Moultrie et al. (DEFERRED)*
- 12. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property on Folly Road and Grimball Road Extension (James Island) (approximately 10.0 acres) (TMS #427-00-00-020, 039, 106, 110 and 111) (Council District 6), be zoned Limited Business (LB) classification and Folly Road (FR) Overlay Zone classification. The property is owned by Willie B. Moultrie Trustee. (DEFERRED FOR PUBLIC HEARING)*
- 13. An ordinance to amend Section 54- 943(c) of the Code of the City of Charleston (Zoning Ordinance) to modify the vote required of City Council in the event a matter is disapproved by the Planning Commission or when a petition in opposition to a matter signed by owners of twenty percent of the area of lots subject to the matter, or of those immediately adjacent on the sides and rear or directly opposite thereto is presented to*

council to a simple majority of a quorum of the City Council (AS AMENDED). (DEFERRED)

14. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1 Riverdale Drive (West Ashley) (0.26 acre) (TMS #418-14-00-080) (Council District 11), be zoned Single-Family Residential (SR-1) classification. The property is owned by Maho Holdings LLC. (DEFERRED FOR PUBLIC HEARING)*

M. Bills up for First Reading

1. *An ordinance authorizing the Mayor to execute on behalf of the City a Lease between the City, as Landlord, and Emanuel African American M.E. Church of Charleston, as tenant, pertaining to property owned by the City located at 113 Calhoun Street (DEFERRED)*
2. *An ordinance authorizing the Mayor to execute on behalf of the City Quit-Claim Deeds, approved as to form by the Office of Corporation Counsel, to the owners of those properties abutting each side of Hayne Street, running from Church Street to Anson Street, conveying to such owners one-half of the width of Hayne Street as said street abuts the respective owner's property, subject to any and all easements or other matters of record. (DEFERRED)*
3. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Oakville Plantation Road (Johns Island) (approximately 89.0 acres) (portions of TMS# 317-00-00-089 and 317-00-00-011) (Council District 5), be rezoned from Light Industrial (LI) classification to Rural Residential (RR-1) classification. The property is owned by Keith W. Lackey et al. (DEFERRED)*
4. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Oakville Plantation Road (Johns Island) (approximately 18.61 acres) (TMS #317-00-00-007) (Council District 5), be zoned Rural Residential and Conservation (RR-1 and C) classifications. The property is owned by Keith W. Lackey et al. (DEFERRED)*
5. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 3265 Maybank Highway (Johns Island) (1.40 acres) (TMS #279-00-00-205) (Council District 5), be rezoned from Commercial Transitional (CT) classification to General Office (GO) classification. The property is owned by George Gratzick. (DEFERRED)*
6. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that West Ashley Circle at Glenn McConnell Parkway (West Ashley) (approximately 21.76 acres) (a portion of TMS# 301-00-00-027)*

(Council District 5), be rezoned from Gathering Place (GP) classification to General Business (GB) classification. The property is owned by Whitfield Construction Company. *(DEFERRED)*

7. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Clements Ferry Road at I-526 (Cainhoy) (approximately 67.98 acres) (TMS #271-00-02-024, 271-00-02-025, 271-00-02-026 and 271-00-02-069) (Council District 1), be rezoned from Gathering Place (GP) classification to General Business (GB) classification. The property is owned by Hotel Holdings LLC, SCT Properties LLC and Joka III LLC. *(DEFERRED)*

N. Miscellaneous Business:

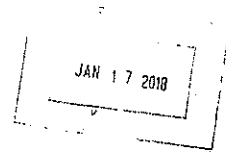
1. Executive Session: Contractual discussion regarding transparency – (*Councilmember Gregorie*)

Action may or may not be taken.

2. The next regular meeting of City Council will be Tuesday, February 13, 2018 at 5:00 p.m. at The Schoolhouse, 720 Magnolia Road.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

AFFIDAVIT
OF PUBLICATION



The Post and Courier

State of South Carolina

County of Charleston

Personally appeared before me
the undersigned advertising Clerk of the
above indicated newspaper published
in the City of Charleston, County and
State aforesaid, who, being duly sworn,
says that the advertisement of

copy attached

appeared in the issues of said newspaper

on the following day(s):

December 22, 2017

Subscribed and sworn to

before me this 12th day

of January

A.D. 20 18

Sherry Sue
NOTARY PUBLIC, SC

My Commission expires Sept. 24, 2023

NOTICE OF PUBLIC HEARING DEVELOPMENT AGREEMENT CITY OF CHARLESTON, SOUTH CAROLINA

Notice is hereby given that the City Council of the City of Charleston, South Carolina will conduct public hearing on a First Amendment to Development Agreement between the City of Charleston and CITY AND ASHLEY RIVER INVESTORS, LLC, ST. MATTHEWS LUTHERAN CHURCH AND THE BISHOP OF CHARLESTON PERTAINING TO LANDS LOCATED IN UPPER PENINSULA AREA OF THE CITY COMPRISING APPROXIMATELY 300 ACRES AND BEARING CHARLESTON COUNTY TAX MAP NUMBERS 464-00-00-012, 464-00-00-029, 468-00-00-010, 468-00-00-020, 468-00-00-029, 468-00-01-020, 468-00-00-011, 468-00-00-035, 468-00-00-030, 468-00-00-048, 461-00-00-025, 464-00-00-021, 464-00-00-028, 464-00-00-029, 464-00-00-040, 464-12-00-010, 464-13-00-012, 464-13-00-011, 464-00-00-006, 464-13-00-023, 468-00-00-016, 468-00-00-017, 468-00-00-018, 468-00-00-032, 468-00-00-023, 468-00-00-034, 468-00-00-037, 468-00-00-044, 468-00-00-046, 468-00-00-051, 468-00-00-002, 461-00-00-021, 464-14-00-138 AND 464-00-00-019.

The hearing will be held on January 23, 2018 commencing at 5:00 p.m. The hearing will be held at City Hall, 60 Broad Street, Charleston, South Carolina.

The property subject to the First Amendment to Development Agreement pertains to approximately 182 acres of land owned by Ashley I, LLC, Ashley II, LLC, Ashley River Investors, LLC and affiliates, Ashley River Investors, LLC located in the Upper Peninsula that is referred to as "Magnolia", as is more fully described in the Development Agreement. The purpose of the First Amendment is to make the Ashley River Investors, LLC affiliates, Ashley I, LLC and Ashley II, LLC parties to the Development Agreement and to clarify other matters in the Development Agreement.

Development uses for the property are governed by the Magnolia PUD and include mixed use residential, retail, commercial and parks. The First Amendment does not change the development uses.

A copy of the First Amendment to Development Agreement may be obtained from the City of Charleston Clerk of Council, 60 Broad Street, Charleston, South Carolina, Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m.

Interested parties are invited to attend.

In accordance with the American with Disabilities Act, people who need alternative formats, AS (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.



Ratification
Number _____

AN ORDINANCE

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND ASHLEY RIVER INVESTORS, LLC, ST. MATTHEWS LUTHERAN CHURCH AND THE BISHOP OF CHARLESTON PERTAINING TO LANDS LOCATED IN UPPER PENINSULA AREA OF THE CITY COMPRISING APPROXIMATELY 326 ACRES AND BEARING CHARLESTON COUNTY TAX MAP NUMBERS 464-00-00-012, 464-00-00-029, 466-00-00-019, 466-00-00-028, 466-00-00-029, 466-00-00-030, 466-00-00-031, 466-00-00-035, 466-00-00-036, 466-00-00-049, 464-00-00-025, 464-00-00-026, 464-00-00-028, 464-00-00-039, 464-00-00-040, 464-13-00-013, 464-13-00-012, 464-13-00-011, 464-00-00-008, 464-13-00-023, 466-00-00-016, 466-00-00-017, 466-00-00-018, 466-00-00-032, 466-00-00-033, 466-00-00-034, 466-00-00-037, 466-00-00-044, 466-00-00-046, 466-00-00-051, 460-00-00-002, 466-00-00-021, 464-14-00-136 AND 464-00-00-019.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. The Mayor is hereby authorized to execute on behalf of the City a First Amendment to the Development Agreement between the City and Ashley River Investors, LLC, St. Matthews Lutheran Church and the Bishop of Charleston pertaining to lands located in the upper Peninsula area of the City comprising approximately 326 acres and bearing Charleston County Tax Map Numbers 464-00-00-012, 464-00-00-029, 466-00-00-019, 466-00-00-028, 466-00-00-029, 466-00-00-030, 466-00-00-031, 466-00-00-035, 466-00-00-036, 466-00-00-049, 464-00-00-025, 464-00-00-026, 464-00-00-028, 464-00-00-039, 464-00-00-040, 464-13-00-013, 464-13-00-012, 464-13-00-011, 464-00-00-008, 464-13-00-023, 466-00-00-016, 466-00-00-017, 466-00-00-018, 466-00-00-032, 466-00-00-033, 466-00-00-034, 466-00-00-037, 466-00-00-044, 466-00-00-046, 466-00-00-051, 460-00-00-002, 466-00-00-021, 464-14-00-136 AND 464-00-00-019, a copy of said First Amendment to Development Agreement being attached to this Ordinance as Exhibit A and made a part hereof.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of
_____ in the Year of Our Lord, 20____,
and in the ____nd Year of the Independence of
the United States of America

John J. Tecklenburg, Mayor

ATTEST:

Vanessa Turner Maybank,
Clerk of Council

FIRST AMENDMENT TO THE MAGNOLIA DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE MAGNOLIA DEVELOPMENT AGREEMENT (this "First Amendment") is made and entered into to be effective as of _____ day of _____, 20____, by and between the City of Charleston, a political subdivision of the State of South Carolina (the "City"); Ashley River Investors, LLC, a South Carolina limited liability company ("Ashley River"); Ashley I, LLC, a South Carolina limited liability company ("Ashley I"); Ashley II of Charleston, LLC, a South Carolina limited liability company ("Ashley II"); and the following affiliates or subsidiaries of Ashley River, all of which are South Carolina limited liability companies: Ashley River Investors I (Core Sound), LLC; Ashley River Investors III (Ashepoo), LLC; Ashley River Investors VI (Heriot St.), LLC; Ashley River Investors VII (Koppers), LLC; and Ashley River Investors IX (CPW), LLC (collectively, the "ARI Affiliates").

RECITALS:

WHEREAS, on or about January 16, 2016, the City and Ashley River, St. Matthews Lutheran Church, and the Bishop of Charleston entered into that certain Magnolia Development Agreement ("Development Agreement") incident to the future development of approximately three hundred and twenty-six (326) acres of real property, as further described in Exhibit "A" attached to the Development Agreement and defined therein as the "Real Property", which Development Agreement was recorded in the Office of the Register of Mesne Conveyances of Charleston County, South Carolina (the "RMC") in Volume 0530 at Page 704; and

WHEREAS, the Development Agreement provides that amendments can be made in whole or in part; and

WHEREAS, the Real Property includes the Magnolia Property (as defined in the Development Agreement) consisting of approximately one hundred eighty-two (182) acres of real property as more particularly described on Exhibit "A-1" and "A-2" attached to the Development Agreement; and

WHEREAS, the City, Ashley River, Ashley I, Ashley II and the ARI Affiliates desire to amend the Development Agreement as it relates solely to the Magnolia Property to include Ashley I, Ashley II, and the ARI Affiliates as parties to the Development Agreement, to reflect the current Property Owners with respect to the Magnolia Property, and to clarify certain other matters included in the Development Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this First Amendment, the receipt and sufficiency of such consideration being acknowledged by the parties and pursuant to the South Carolina Local Government Development Agreement Act, codified as S.C. Code Section 6-31-10 through 6-31-160, as amended, the parties to this First Amendment, intending to be legally bound, agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference.
2. Definitions. Paragraph 2(v) of the Development Agreement is deleted in its entirety and replaced by the following:

(v) "Property Owner" means Ashley River Investors, LLC, a South Carolina limited liability company; Ashley I, LLC, a South Carolina limited liability company; Ashley II of Charleston, LLC, a South Carolina limited liability company; Ashley River Investors I (Core Sound), LLC, a South Carolina limited liability company; Ashley River Investors III (Ashepool), LLC, a South Carolina limited liability company; Ashley River Investors VI (Heriot St.), LLC, a South Carolina limited liability company; Ashley River Investors VII (Koppers), LLC, a South Carolina limited liability company; Ashley River Investors IX (CPW), LLC, a South Carolina limited liability company; the City of Charleston; St. Matthews Lutheran Church; and the Bishop of Charleston, in each case together with all subsidiaries thereof that own a portion of the Real Property, their individual or corporate successors and any assignee, whereby such interest is assigned in writing pursuant to Section 27 of the Development Agreement, unless the context clearly implies a reference to a single Property Owner. Unless the context dictates otherwise, "Property Owner" hereinafter refers collectively to all of the Property Owners, their successors and/or assigns, including developers.
3. General Terms and Conditions. Paragraph 28(i) is deleted in its entirety.
4. Improvements Agreement. Paragraph 13(e) of the Development Agreement is deleted in its entirety and replaced by the following:

(e) The City and Ashley River agree and acknowledge that the Improvements Agreement is essential and integral to the development of the Magnolia Property, and is included herein to satisfy, in part, the requirements of § 6-31-60(A)(4) of the Act. Pursuant to and subject to the provisions of the Improvements Agreement, the City agrees to reimburse Ashley River from the Tax Increment Finance Revenue for the construction costs of the Facilities that will serve the development, a list of which is attached to the Improvements Agreement, attached hereto as Exhibit H. The City and Ashley River agree to use best efforts to satisfy the conditional requirements set forth in said agreement. The term of the Improvements Agreement shall continue for the longer of (i) the duration of this Agreement or (ii) until acceptance by the City of the final Facility to be constructed by Ashley River and receipt by Ashley River of reimbursement as contemplated by the Improvements Agreement. An assignment of rights under this Agreement alone shall not have the effect of automatically transferring rights under the Improvements Agreement or the Memorandum of Understanding and Agreement between the City and Ashley River dated September 1, 2015 (the "MOU") or otherwise entitling the assignee to reimbursement of costs from the Tax Increment Finance Revenue. Any transfer of rights under the Improvements Agreement or the MOU shall require an express assignment of such rights in writing and signed by the applicable assignor.
5. Amendments. The following is hereby added at the end of Paragraph 17 of the Development Agreement:

In the event that this Agreement is to be amended only with respect to certain portions and not all of the Real Property, such amendment shall require only the consent of the Property Owners with a legal and/or equitable interest in the portion of the Real Property affected by the amendment. Any amendment to this Agreement shall be recorded with the Charleston County Register of Mesne Conveyance within fourteen days following execution.

6. Assignment of Development Rights. The following is hereby added at the end of Paragraph 27(b)(iii) of the Development Agreement:

Property Owners that own portions of the Magnolia Property may transfer Vested Units (including residential units, commercial square footage, and hospitality hotel rooms) among portions of the Magnolia Property, provided that the affected Property Owners shall notify the City within fifteen (15) days of the transfer, provide the City copies of the applicable documents, and record the same in the office of the Charleston County Register of Mesne Conveyance.

7. Master POA. The first sentence of Paragraph 12(B) of the Development Agreement is deleted in its entirety and replaced by the following:

Prior to the construction of any improvements that would require a certificate of occupancy on the Magnolia Property, a Master Property Owner's Association ("MPOA") will be established for the Magnolia Property.

8. Effective Date. The "Effective Date" of the Development Agreement shall be the date of this First Amendment.

9. Exhibits. The City and the Property Owner acknowledge and agree that Exhibit C (Development Schedule) to the Agreement, is hereby deleted in its entirety and replaced with new Exhibit C attached to this First Amendment and incorporated herein by reference. The City and Property Owner further acknowledge and agree that the First Amendment to Public Infrastructure Improvements Agreement, attached hereto as Exhibit H-1 and incorporated herein by reference, shall be added to Exhibit H of the Agreement.

10. Notices. All notices to Ashley River, the Ashley River Affiliates, Ashley I and Ashley II under the Development Agreement shall be provided at the following addresses:

Ashley I

R. William Metzger, Jr., Esquire
Plan Administrator/Trustee for Ashley I, LLC
1301 Gadsden Street
Columbia, SC 29201

G. William McCarthy, Jr., Esquire
McCarthy, Reynolds & Penn, LLC
1517 Laurel Street (29201)
P. O. Box 11332

Columbia, SC 29211-1332

Ashley II

R. William Metzger, Jr., Esquire
Plan Administrator/Trustee
for Ashley II of Charleston, LLC
1301 Gadsden Street
Columbia, SC 29201

With copy to:

G. William McCarthy, Jr., Esquire
McCarthy, Reynolds & Penn, LLC
1517 Laurel Street (29201)
P. O. Box 11332
Columbia, SC 29211-1332

ARI and the ARI Affiliates

Ashley River Investors, LLC
201 Sigma Drive, Suite 400
Summerville, SC 29486
ATTN: Mark Lewis

With copy to:

George Bullwinkel, Esq.
Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, SC 29401

11. Effect. Terms and provisions of the Development Agreement that are not expressly modified by this First Amendment shall remain in full force and effect. All of the provisions of the Development Agreement unambiguously affected by this First Amendment shall be deemed amended, whether or not actually specified herein, if such amendment is clearly necessary to effectuate the intent of the parties hereto. The Development Agreement, as modified hereby, is hereby ratified and approved in all respects.
12. Final Agreement. The Development Agreement, as amended by the First Amendment, represents the final agreement between the parties regarding the subject matter hereof and may not be contradicted by evidence of prior, subsequent or contemporaneous oral agreements of the parties. No amendment or modification hereto shall be valid and binding unless expressed in writing and executed by both parties hereto.

13. Counterparts. This First Amendment may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this First Amendment.
14. Severability. If any provision of this First Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this First Amendment and the Development Agreement shall nonetheless remain in full force and effect.
15. Applicable Law. This First Amendment is enforceable in the State of South Carolina and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of South Carolina.
16. Captions. The section headings appearing in this First Amendment are for convenience of reference only and are not intended, to any extent for the purpose, to limit or define the test of any section or any subsection hereof.
17. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this First Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this First Amendment or any exhibits or amendments hereto.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

CITY OF CHARLESTON

Witness

By: _____
John Tecklenburg, Mayor

Witness

Attest: _____
Clerk of Council

[illegible]

ACKNOWLEDGMENT

I, _____, Notary of the Public of the State of South Carolina, do hereby certify that Charleston, South Carolina, by _____, its Mayor, and _____, its Clerk of Council, personally appeared before me this ____ day of _____, 20__, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

My Commission Expires: _____

By: MWV-MAGNOLIA/ARC I, LLC,
a Delaware limited liability company
Its: Director

Witness

By: Mark E. Lewis
President and Chief Executive Officer

By: PLBC GP, LLC
a Georgia limited liability company
Its: Director

By: PLBC MANAGER, LLC
a Georgia limited liability company
Its: Co-Manager

Witness

By: Harry E. Morgan
Manager

By: MAGNOLIA ATLANTIC PARTNERS,
LLC
a Georgia limited liability company
Its: Co-Manager

By: _____
Richard H. Lee
Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, _____, the undersigned Notary of the Public of the State of South Carolina, do hereby certify that Mark E. Lewis, President and Chief Executive Officer of MWV-MAGNOLIA/ARC, LLC, the Director of Ashley River Investors, LLC, personally appeared before me this ____ day of _____, 20__, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

My Commission Expires:

ACKNOWLEDGMENT

My Commission Expires: _____

ACKNOWLEDGMENT

My Commission Expires: _____

a South Carolina limited liability company

By:

R. William Metzger, Jr., Plan
Administrator/Trustee for the Ashley
Liquidating Trust

Witness

[illegible]

ACKNOWLEDGMENT

I, _____, the undersigned Notary of the Public of the State of South Carolina, do hereby certify that R. William Metzger, Jr., as Plan Administrator/Trustee of the Ashley Liquidating Trust, personally appeared before me this ____ day of _____, 20__, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

My Commission Expires: _____

ASHLEY II OF CHARLESTON, LLC
a South Carolina limited liability company

Witness

By:

R. William Metzger, Jr., Plan
Administrator/Trustee for the Ashley
Liquidating Trust

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, _____, the undersigned Notary of the Public of the State of South Carolina, do hereby certify that R. William Metzger, Jr., as Plan Administrator/Trustee for the Ashley Liquidating Trust, personally appeared before me this ____ day of _____ 20__, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

My Commission Expires: _____

ASHLEY RIVER INVESTORS I (CORE SOUND), LLC
a South Carolina limited liability company

Witness

By: MWV-MAGNOLIA/ARC I, LLC,
a Delaware limited liability company
Its: Director

Witness

By: Mark E. Lewis
President and Chief Executive Officer

By: PLBC GP, LLC
a Georgia limited liability company
Its: Director

By: PLBC MANAGER, LLC
a Georgia limited liability company
Its: Co-Manager

Witness

By: Harry E. Morgan
Manager

Witness

By: MAGNOLIA ATLANTIC PARTNERS, LLC
a Georgia limited liability company
Its: Co-Manager

Witness

By: Richard H. Lee
Manager

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, _____, the undersigned Notary of the Public of the State of South Carolina, do hereby certify that Mark E. Lewis, President and Chief Executive Officer of MWV-MAGNOLIA/ARC, LLC, the Director of Ashley River Investors I (Core Sound), LLC, personally appeared before me this _____ day of _____, 20____, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

My Commission Expires: _____

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

I, _____, the undersigned Notary of the Public of the State of South Carolina, do hereby certify that Harry E. Morgan, Manager of PLBC MANAGER, LLC a Co-Manager of PLBC GP, LLC, a Director of Ashley River Investors I (Core Sound), LLC, personally appeared before me this ____ day of _____, 20__, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

My Commission Expires: _____

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

I, _____, the undersigned Notary of the Public of the State of South Carolina, do hereby certify that Richard H. Lee, Manager of MAGNOLIA ATLANTIC PARTNERS, LLC, a Co-Manager of PLBC GP, LLC, a Director of Ashley River Investors I (Core Sound), LLC, personally appeared before me this _____ day of _____, 20__, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

My Commission Expires: _____

By: MWV-MAGNOLIA/ARC I, LLC,
a Delaware limited liability company

Its: Director

By: Mark E. Lewis
President and Chief Executive Officer

By: PLBC GP, LLC
a Georgia limited liability company
Its: Director

By: PLBC MANAGER, LLC
a Georgia limited liability company
Its: Co-Manager

By: Harry E. Morgan
Manager

By: MAGNOLIA ATLANTIC PARTNERS, LLC
a Georgia limited liability company
Its: Co-Manager

By: Richard H. Lee
Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, _____, the undersigned Notary of the Public of the State of South Carolina, do hereby certify that Mark E. Lewis, President and Chief Executive Officer of MWV-MAGNOLIA/ARC, LLC, the Director of Ashley River Investors III (Ashepoo), LLC, personally appeared before me this _____ day of _____, 20__, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

My Commission Expires: _____

ACKNOWLEDGMENT

My Commission Expires: _____

ACKNOWLEDGMENT

My Commission Expires: _____

By: MWV-MAGNOLIA/ARC I, LLC,
a Delaware limited liability company
Its: Director

By: Mark E. Lewis
President and Chief Executive Officer

By: PLBC MANAGER, LLC
a Georgia limited liability company
Its: Co-Manager

By: Harry E. Morgan
Manager

By: MAGNOLIA ATLANTIC PARTNERS, LLC
a Georgia limited liability company
Its: Co-Manager

By: Richard H. Lee
Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, _____, the undersigned Notary of the Public of the State of South Carolina, do hereby certify that Mark E. Lewis, President and Chief Executive Officer of MWV-MAGNOLIA/ARC, LLC, the Director of Ashley River Investors VI (Heriot St.), LLC, personally appeared before me this _____ day of _____, 20__, and acknowledged the execution of the foregoing instrument.

My Commission Expires:

ACKNOWLEDGMENT

My Commission Expires: _____

ACKNOWLEDGMENT

My Commission Expires: _____

ASHLEY RIVER INVESTORS VII (KOPPERS), LLC
a South Carolina limited liability company

Witness By: MWV-MAGNOLIA/ARC I, LLC,
a Delaware limited liability company
Its: Director

Witness By: _____
Mark E. Lewis
President and Chief Executive Officer

By: PLBC GP, LLC
a Georgia limited liability company
Its: Director

By: PLBC MANAGER, LLC
a Georgia limited liability company
Its: Co-Manager

Witness By: _____
Harry E. Morgan
Manager

Witness By: MAGNOLIA ATLANTIC PARTNERS, LLC
a Georgia limited liability company
Its: Co-Manager

Witness By: _____
Richard H. Lee
Manager

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, _____, the undersigned Notary of the Public of the State of South Carolina, do hereby certify that Mark E. Lewis, President and Chief Executive Officer of MWV-MAGNOLIA/ARC, LLC, the Director of ASHLEY RIVER INVESTORS VII (Koppers), LLC, personally appeared before me this _____ day of _____, 20____, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

My Commission Expires: _____

ACKNOWLEDGMENT

My Commission Expires: _____

ACKNOWLEDGMENT

My Commission Expires: _____

 Witness

 Witness

By: _____
 Mark E. Lewis
 President and Chief Executive Officer

By: PLBC GP, LLC
 a Georgia limited liability company
 Its: Director

By: PLBC MANAGER, LLC
 a Georgia limited liability company
 Its: Co-Manager

 Witness

 Witness

By: _____
 Harry E. Morgan
 Manager

By: MAGNOLIA ATLANTIC PARTNERS, LLC
 a Georgia limited liability company
 Its: Co-Manager

 Witness

 Witness

By: _____
 Richard H. Lee
 Manager

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

My Commission Expires:

ACKNOWLEDGMENT

My Commission Expires: _____

ACKNOWLEDGMENT

My Commission Expires: _____

ACKNOWLEDGMENT AND CONSENT

The undersigned hereby acknowledges and consents to the FIRST AMENDMENT TO THE MAGNOLIA DEVELOPMENT AGREEMENT (this “First Amendment”) is made and entered into to be effective as of _____ day of _____, 20____, by and between the City of Charleston, a political subdivision of the State of South Carolina (the “City”); Ashley River Investors, LLC, a South Carolina limited liability company (“Ashley River”); Ashley I, LLC, a South Carolina limited liability company (“Ashley I”); Ashley II of Charleston, LLC, a South Carolina limited liability company (“Ashley II”); and the following affiliates or subsidiaries of Ashley River, all of which are South Carolina limited liability companies: Ashley River Investors I (Core Sound), LLC; Ashley River Investors III (Ashepool), LLC; Ashley River Investors VI (Heriot St.), LLC; Ashley River Investors VII (Koppers), LLC; and Ashley River Investors IX (CPW), LLC (collectively, the “ARI Affiliates”).

SAINT MATTHEWS LUTHERAN CHURCH

Witness

By:

Name:

Its:

Witness

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

)

I, _____, the undersigned Notary of the Public of the State of South Carolina, do hereby certify that SAINT MATTHEWS LUTHERAN CHURCH, by _____, its _____, personally appeared before me this ____ day of _____, 20__, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

My Commission Expires:

ACKNOWLEDGMENT AND CONSENT

The undersigned hereby acknowledges and consents to the FIRST AMENDMENT TO THE MAGNOLIA DEVELOPMENT AGREEMENT (this "First Amendment") is made and entered into to be effective as of _____ day of _____, 20____, by and between the City of Charleston, a political subdivision of the State of South Carolina (the "City"); Ashley River Investors, LLC, a South Carolina limited liability company ("Ashley River"); Ashley I, LLC, a South Carolina limited liability company ("Ashley I"); Ashley II of Charleston, LLC, a South Carolina limited liability company ("Ashley II"); and the following affiliates or subsidiaries of Ashley River, all of which are South Carolina limited liability companies: Ashley River Investors I (Core Sound), LLC; Ashley River Investors III (Ashepoo), LLC; Ashley River Investors VI (Heriot St.), LLC; Ashley River Investors VII (Koppers), LLC; and Ashley River Investors IX (CPW), LLC (collectively, the "ARI Affiliates").

THE MOST REVEREND IGANTIUS A. REYNOLDS, as Bishop of Charleston, a Corporation Sole

Witness

By:

The Most Reverend Robert E. Guglielmone,
As successor Bishop of Charleston

Witness

[illegible]

ACKNOWLEDGMENT

I, _____, the undersigned Notary of the Public of the State of South Carolina, do hereby certify that THE MOST REVEREND IGANTIUS A. REYNOLDS, as Bishop of Charleston, a Corporation Sole, by The Most Reverend Robert E. Guglielmone as successor Bishop of Charleston, personally appeared before me this ____ day of _____, 20__, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

My Commission Expires: _____

EXHIBIT C
DEVELOPMENT SCHEDULE

Magnolia Property Development Schedule

Year	Actual Year	Residential Units (Units)	Office (Sq. Ft.)	Retail (Sq. Ft.)	Hospitality (Keys)
1	2019	358	125,000	30,000	0
2	2020	240	0	50,100	0
3	2021	478	210,000	0	0
4	2022	0	0	24,000	140
5	2023	540	175,000	15,600	0
6 to 10	2024 to 2028	1,184	340,000	23,200	550

*Timing is based on anticipated starts of projects

*Subject to change based on market demands

EXHIBIT H-1
FIRST AMENDMENT TO PUBLIC INFRASTRUCTURE IMPROVEMENTS AGREEMENT

[attached]

FIRST AMENDMENT TO PUBLIC INFRASTRUCTURE IMPROVEMENTS
AGREEMENT

THIS FIRST AMENDMENT TO PUBLIC INFRASTRUCTURE IMPROVEMENTS AGREEMENT (this "*First Amendment*") is made effective as of the ____ day of _____, 2018 (the "*Effective Date*"), by and between the CITY OF CHARLESTON, SOUTH CAROLINA, a South Carolina municipal corporation (the "*City*"), and ASHLEY RIVER INVESTORS, LLC, a South Carolina limited liability company, its successors and assigns (collectively, the "*Developer*"). The City and the Developer are sometimes referred to individually as a "*Party*" and together as the "*Parties*" as the context may require.

RECITALS

1. The Parties entered into that certain Public Infrastructure Improvements Agreement (the "*PIIA*") on September 1, 2015, regarding the construction of and reimbursement for certain Public Infrastructure Projects, as defined in the PIIA; and
2. Section 5.18(iv) of the PIIA provides that the Developer shall provide written notice no later than forty-five days prior to the termination of that certain lease dated December 19, 2008, between the City and Ashley II of Charleston, LLC.
3. The Parties wish to extend the notice period to thirty-six months.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated into and made a part of this First Amendment.
2. Written Notice Period. Section 5.18(iv) of the PIIA is hereby amended to read as follows:

(iv) In addition, ARI may terminate the current lease dated December 19, 2008 between the City of Charleston and Ashley II of Charleston, LLC by providing written notice no later than thirty-six (36) months prior to the effective date of the termination; provided, however, if a final Certificate of Occupancy for the Public Works Facility has not been issued by the termination date, the lease shall not terminate until sixty (60) days after a final Certificate of Occupancy for the Public Works facility has been issued.
3. Effect. Terms and provisions of the PIIA that are not expressly modified by this First Amendment shall remain in full force and effect. All of the provisions of the PIIA unambiguously affected by this First Amendment shall be deemed amended, whether or not actually specified herein, if such amendment is clearly necessary to effectuate the intent of the Parties hereto. The PIIA, as modified hereby, is hereby ratified and approved in all respects.

4. Final Agreement. The PIIA, as amended by the First Amendment, represent the final agreement between the parties regarding the subject matter hereof and may not be contradicted by evidence of prior, subsequent or contemporaneous oral agreements of the parties. No amendment or modification hereto shall be valid and binding unless expressed in writing and executed by both parties hereto.
5. Counterparts. This First Amendment may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this First Amendment.
6. Severability. If any provision of this First Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this First Amendment and the PIIA shall nonetheless remain in full force and effect.
7. Applicable Law. This First Amendment is enforceable in the State of South Carolina and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of South Carolina.
8. Captions. The section headings appearing in this First Amendment are for convenience of reference only and are not intended, to any extent for the purpose, to limit or define the test of any section or any subsection hereof.
9. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Second Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this First Amendment or any exhibits or amendments hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

WITNESSES:

**CITY OF CHARLESTON, SOUTH
CAROLINA**

By: _____
John Tecklenburg, Mayor

Attested to:

Vanessa Turner-Maybank, Clerk of Council

WITNESSES:

ASHLEY RIVER INVESTORS, LLC,
a South Carolina limited liability company

By: MWV-MAGNOLIA/ARC I, LLC,
a Delaware limited liability company
Its: Director

By: _____
Mark E. Lewis
President and Chief Executive Officer

By: PLBC GP, LLC
a Georgia limited liability company
Its: Director

By: PLBC MANAGER, LLC
a Georgia limited liability company
Its: Co-Manager

By: _____
Harry E. Morgan
Manager

By: MAGNOLIA ATLANTIC
PARTNERS, LLC
a Georgia limited liability company
Its: Co-Manager

By: _____
Richard H. Lee
Manager

AFFIDAVIT
OF PUBLICATION

The Post and Courier

State of South Carolina

County of Charleston

Personally appeared before me
the undersigned advertising Clerk of the
above indicated newspaper published
in the City of Charleston, County and
State aforesaid, who, being duly sworn,
says that the advertisement of

copy attached

appeared in the issues of said newspaper

on the following day(s): _____

December 21, 2017

Subscribed and sworn to

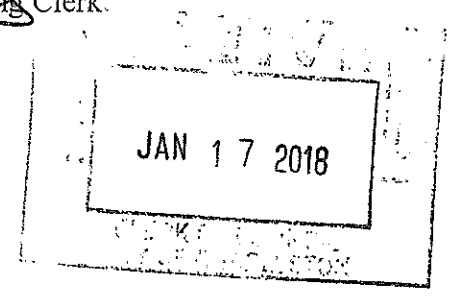
before me this 12th day

of January

A.D. 20 18

H. Eddings
Advertising Clerk.

[Signature]
NOTARY PUBLIC, SC
My Commission expires Sept. 24, 2023



CITY OF CHARLESTON NOTICE OF PUBLIC HEARING ANNEXATION

NOTICE is hereby given that the City Council of the City of Charleston will hold a public hearing on January 23, 2018, at 5:00 pm, at City Hall, 80 Broad Street, Charleston, South Carolina, to receive public input on the annexation of lands located west of the Ashley River on or near Highway 61 and bearing Charleston County Tax Map Numbers 301-00-00-002; 301-00-00-003; 301-00-00-005; 301-00-00-023 (a portion); and 359-00-00-006.

And being more fully described as:

Parcel 1

All that certain piece, parcel or tract of land, situate, lying and being in Charleston County, South Carolina, with a small portion thereof situate, lying and being in Dorchester County, South Carolina, located on the southwest side of S.C. Highway 61, containing 1,487 acres, more or less, designated and shown as "TRACT 'A', 1487.0 ACRES, GRACE HANAHAN CARTER," on that certain plat entitled, "PLAT OF 5,526 ACRES, MILLBROOK PLANTATION, ST. ANDREWS PARISH, CHARLESTON COUNTY, S.C.," prepared by H. Exo Hilton (S.C.R.L.S. 2252), dated June 1969, and recorded on January 29, 1970, in Plat Book Z at Pages 072 and 073, in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

Saving and excepting therefrom, the following:

- (1) All portions of the above-referenced parcel lying within Dorchester County, South Carolina.
- (2) That certain parcel of land containing 55.0 acres, more or less, and being shown and designated as "55.0 AC.," on that certain plat prepared by W.L. Gallard (S.C.R.L.S. #453), dated May 3, 1976, and recorded on June 14, 1976, in Plat Book W at Page 106 in the RMC Office for Charleston County, South Carolina.
- (3) That certain parcel of land containing 0.50 acres, more or less, being shown and designated as "0.05 AC.," on that certain plat prepared by H. Exo Hilton (S.C.R.L.S. #2552), dated November 1976, and recorded on August 18, 1978 in Plat Book AL at Page 059 in the RMC Office for Charleston County, South Carolina.

TMS 301-00-00-002

Parcel 2

All that tract of land, together with the buildings and improvements thereon and partially fronting on the Southwest side of S.C. Highway 61 in St. Andrews Parish, Charleston County. This property is the residual portion of Tract B originally shown (prior to its subdivision) on a plat prepared by H. Exo Hilton, R.L.S., entitled, "Plat of 5,526 Acres, Millbrook Plantation, St. Andrews Parish, Charleston, S.C.," dated June 1969 and recorded on January 29, 1970 in Plat Book Z at Pages 72 and 73 in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, buttings and boundings as will by reference to said plat more fully and at large appear.

Saving and excepting the following:

- (1) All portions of the above-referenced parcel lying within Dorchester County, South Carolina.
- (2) Tracts A, B and C as shown on a plat prepared by H. Exo Hilton, R.L.S., dated August 1971 and recorded December 2, 1971 in Plat Book AA at Page 111A in the RMC Office for Charleston County, South Carolina.
- (3) Tracts A1, B1 and C1 as shown on a plat prepared by H. Exo Hilton, R.L.S., dated February 1978 and recorded March 23, 1978 in Plat Book AK at Page 101 in the RMC Office for Charleston County, South Carolina.

TMS 301-00-00-003

Parcel 3

All that certain piece, parcel or tract of land, situate, lying and being located near Magnolia Gardens in West St. Andrews, Charleston County, South Carolina, containing 2,294.17 acres, more or less, being shown and designated as "Georgia Pacific Investment Company, 2,294.17 Acres," on a plat entitled, "Plat of 2,294.17 Acres, owned by Georgia Pacific Investment Company, located near Magnolia Gardens, West St. Andrews, Charleston Co., So. Carolina," prepared by William C. Boineau (S.C.R.L.S. #4173), dated September 19, 1987, last revised October 15, 1987, and recorded on November 24, 1987 in Plat Book BP at Page 129 in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

Less and excepting the following:

- (1) That portion of the above-described property previously annexed into the City of Charleston, containing 50 acres, more or less, now designated as TMS 301-00-00-039.
- (2) That certain parcel of land containing 0.621 acres, more or less, being shown and designated as "LEASE PARCEL 'A' (0.621 AC.)," on that certain plat prepared by Keith A. Wilson (SCRLS # 12252), dated November 8, 1993, last revised May 19, 1994, and recorded on June 8, 1994, in Plat Book EA at Page 069 in the RMC Office for Charleston County, South Carolina.
- (3) That certain parcel of land containing 1 acre, more or less, being shown and designated as "NEW PARCEL 1, 43,559.59 sq. ft., 1.000 acres," on that certain plat prepared by Timothy D. Elmer (SCRLS # 17566), dated October 17, 2016, updated August 8, 2017, and recorded on September 22, 2017, in Plat Book S17 at Page 0224 in the RMC Office for Charleston County, South Carolina.

TMS 301-00-00-005

Parcel 4

All that certain strip or parcel of land situate, lying and being in Charleston County, South Carolina, being approximately 100 feet in width, and being within fifty feet (50') of either side of the centerline of that certain right-of-way shown and designated as "Power Line, SCE&G 195' R/W," as shown on a plat entitled, "Plat of 2,094.0 Acres, Tract - 'C' Portion of Millbrook Plantation, Property of W.O. Hanahan Sr., Divided as Shown Above, St. Andrews Parish, Charleston County, South Carolina," prepared by H. Exo Hilton (S.C.R.L.S. #2552), dated May-July 1981, and recorded on July 22, 1982 in Plat Book AV at Pages 156 and 157 in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

A portion of TMS 301-00-00-023

Parcel 5

All that certain piece, parcel or lot of land, situate, lying and being in St. Andrews Parish, Charleston County, South Carolina, known and designated as "12.85 Acres Existing Tract," "47.34 Acres New Tract," "16.60 Acres Existing Tract," "1.85 Acres Existing Tract," and "7.04 Acres Existing Tract," as shown on a plat entitled "Plat of a 85.56 Acre Tract, Located at St. Andrews Parish, Charleston County, S.C.," by Keith Kevin Ruddy (SCRLS #9479) of St. Pauls Land & Mapping Co., dated February 28, 1984, and recorded on May 2, 1984, in Plat Book BA at Page 014 in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

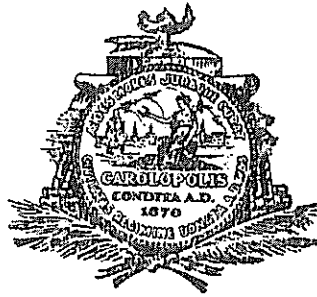
TMS 359-00-00-006

The 2018 tax millage rate for this area of the City of Charleston is 83.6 and the 2018 monthly stormwater fee is \$8.00 per residential unit. The City of Charleston will provide Police, Fire (with the West Ashley Fire District/Public Service District being first responder if a transfer of service agreement is necessary), Planning and Zoning, Code Enforcement, Business License, Public Services (environmental services, inspection services, stormwater/drainage, but excluding water and sewer), Recreation and City Council representation. Services will commence upon the annexation ordinance being ratified and as applicable, in accordance with the provisions of S.C. Code § 5-3-310, et seq.

This Notice is run in accordance with S. C. Code Section 5-3-150 (1).

The Petition for Annexation is available for review at City Hall, 80 Broad Street, Charleston, SC.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) interpretation or other accommodation, please contact Janet Schumacher at 843-577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the hearing.



Ratification
Number _____

A N O R D I N A N C E

TO ANNEX TO THE CITY OF CHARLESTON PROPERTIES LOCATED WEST OF THE ASHLEY RIVER ON OR NEAR HIGHWAY 61 BEARING CHARLESTON COUNTY TAX MAP NOS. 301-00-00-002, 301-00-00-003, 301-00-00-005, 301-00-00-023 (A PORTION), 359-00-00-006 AS SHOWN ON THE MAP ATTACHED TO THIS ORDINANCE LABELED "ANNEXATION EXHIBIT" AND TO MAKE SAID PROPERTIES A PART OF DISTRICT 10.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. S. C. Code § 5-3-150 (1) provides a means for the annexation of property that is contiguous to a municipality upon receipt of a petition for annexation signed by 75% or more of the freeholders owning at least 75% of the assessed valuation of the real property in the area requesting annexation. The City Council of Charleston received a petition for the annexation of the properties described in Section 3 hereof, which petition is signed by 75% or more of the freeholders owning 75% of the assessed valuation of the real property in the area requesting annexation.

Section 2. In accordance with S. C. Code § 5-3-150 (1), City Council held a public hearing on the annexation on January 23, 2018, after duly noticing the hearing thirty days in advance thereof.

Section 3. The following properties as shown on the map labeled "Annexation Exhibit", attached to this Ordinance and made a part hereof, are hereby annexed to and made a part of District 10 of the City of Charleston, to wit: TMS No. 301-00-00-002, 301-00-00-003, 301-00-00-005, 301-00-00-023 (a portion), 359-00-00-006

Section 4. This Ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of
_____ In the Year of Our Lord, 20____, in
the _____ Year of the Independence of the
United States of America.

John J. Tecklenburg, Mayor

ATTEST:

Vanessa Turner Maybank,
Clerk of Council

Annexation Profile

Parcel Address: Highway 61

Presented to Council: 1/23/2018

Status: Received Signed Petition

Owner Names: Millbrook LLC

Year Built: NA

Parcel ID: 3010000002

Number of Units: 0

Number of Persons: 0

Race: Vacant

Acreage: approx. 1354.5

Mailing Address: 4110 Ashley River Rd

Current Land Use: Agricultural

Address: Charleston, SC 29414

Current Zoning: AG-8

Requested Zoning: AG-8

City Area: West Ashley

Recommended Zoning: AG-8

Subdivision:

Appraised Value: \$281,427.00

Council District: 10

Assessed Value: \$11,720.00

Within UGB: No

Stormwater Fees: 0.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 19
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	Undeveloped
Planning	
Urban Growth Line	Property is an undeveloped site outside the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

Annexation Profile

Parcel Address: Highway 61

Presented to Council: 1/23/2018

Status: Received Signed Petition

Owner Names: Roger Parke Hanahan, Jr.

Year Built: 1922/1935

Parcel ID: 3010000003

Number of Units: 2

Number of Persons: 0

Race: Vacant

Acreage: approx. 1359.42

Mailing Address: 55 Timmerman Dr

Current Land Use: Agri/Residential

Address: Charleston, SC 29407

Current Zoning: AG-8

Requested Zoning: AG-8

City Area: West Ashley

Recommended Zoning: AG-8

Subdivision:

Appraised Value: \$573,715.00

Council District: 10

Assessed Value: \$26,750.00

Within UGB: No

Stormwater Fees: 72.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 19
Public Service	
Sanitation	Located in existing service area. Property is partially developed.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	The property is served by a well and a septic system.
Planning	
Urban Growth Line	Property is a partially developed site outside the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

Annexation Profile

Parcel Address: Ashley River Road

Presented to Council: 1/23/2018

Status: Received Signed Petition

Owner Names: Whitfield Construction Company

Year Built: NA

Parcel ID: 3010000005

Number of Units: 0

Number of Persons: 0

Race: Vacant

Acreage: approx. 2242.58

Mailing Address: 6518 Dorchester Rd

Current Land Use: Agricultural

Address: Charleston, SC 29418

Current Zoning: AG-8

Requested Zoning: AG-8

City Area: West Ashley

Recommended Zoning: AG-8

Subdivision:

Appraised Value: \$194,041.00

Council District: 10

Assessed Value: \$7,760.00

Within UGB: No

Stormwater Fees: 0.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 19
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	Undeveloped
Planning	
Urban Growth Line	Property is an undeveloped site outside the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

Annexation Profile

Parcel Address: Bear Swamp Road

Presented to Council: 1/23/2018

Status: Received Signed Petition

Owner Names: W O H LLC

Year Built: NA

Parcel ID: 3010000023 (a portion)

Number of Units: 0

Number of Persons: 0

Race: Vacant

Acreage: approx. 7.56

Mailing Address: 70 Chadwick Dr

Current Land Use: Agricultural

Address: Charleston, SC 29407

Current Zoning: AG-8

Requested Zoning: AG-8

City Area: West Ashley

Recommended Zoning: AG-8

Subdivision:

Appraised Value: \$0.00

Council District: 10

Assessed Value: \$0.00

Within UGB: No

Stormwater Fees: 0.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 19
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	Undeveloped
Planning	
Urban Growth Line	Property is an undeveloped site outside the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

Annexation Profile

Parcel Address: 3453 Ashley River Road

Presented to Council: 1/23/2018

Status: Received Signed Petition

Owner Names: 3453 Ashley River Rd LLC

Year Built: NA

Parcel ID: 3590000006

Number of Units: 0

Number of Persons: 0

Race: Vacant

Acreage: approx. 85.65

Current Land Use: Agri/Industrial

Current Zoning: AG-8

Requested Zoning: AG-Special

Recommended Zoning: AG-Special

Appraised Value: \$807,989.00

Assessed Value: \$48,480.00

Stormwater Fees: 0.00

Mailing PO Box 32219

Address: Charleston, SC 29417

City Area: West Ashley

Subdivision:

Council District: 10

Within UGB: No

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 19
Public Service	
Sanitation	Located in existing service area. Property is partially developed.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	No water and sewer service.
Planning	
Urban Growth Line	Property is a partially developed site outside the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA:

The undersigned, being at least 75 percent of the freeholders owning at least 75 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat(s), hereby petition for annexation of said territory to the City pursuant to South Carolina Code Section 5-3-150(1).

The territory to be annexed is described as follows:

Parcel 1

All that certain piece, parcel or tract of land, situate, lying and being in Charleston County, South Carolina, with a small portion thereof situate, lying and being in Dorchester County, South Carolina, located on the southwest side of S.C. Highway 61, containing 1,487 acres, more or less, designated and shown as "TRACT 'A,' 1487.0 ACRES, GRACE HANAHAN CARTER," on that certain plat entitled, "PLAT OF 5,526 ACRES, MILLBROOK PLANTATION, ST. ANDREWS PARISH, CHARLESTON COUNTY, S.C.," prepared by H. Exo Hilton (S.C.R.L.S. 2252), dated June 1969, and recorded on January 29, 1970, in Plat Book Z at Pages 072 and 073, in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

Saving and excepting therefrom, the following:

- (1) All portions of the above-referenced parcel lying within Dorchester County, South Carolina.
- (2) All that certain piece, parcel or tract of land, situate, lying and being in Charleston County, South Carolina, located on the northeast side of S.C. Highway 61, containing 55.0 acres, more or less, and being shown and designated as "55.0 AC.," on that certain plat entitled, "PLAT OF A PART OF MILLBROOK PLANTATION, ST ANDREWS PARISH, CHARLESTON COUNTY, S.C., OWNED BY – GRACE H. CARTER, ABOUT TO BE CONVEYED TO ASHBY FARROW AND EMILY R. FARROW, SURVEYED MAY 3, 1976," prepared by W.L. Gaillard (S.C.R.L.S. #453), dated May 3, 1976, and recorded on June 14, 1976, in Plat Book W at Page 106 in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.
- (3) All that certain piece, parcel or tract of land, situate, lying and being in Charleston County, South Carolina, containing 0.50 acres, more or less, being shown and designated as "0.05 AC.," on that certain plat entitled, "PLAT OF 0.50 ACRES, PROPERTY OF GRACE HANAHAN CARTER, ABOUT TO BE CONVEYED TO OLIVE BRANCH BAPTIST CHURCH, ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by H. Exo Hilton (S.C.R.L.S. #2552), dated November 1976, and recorded on August 18, 1978 in Plat Book AL at Page 059 in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

TMS 301-00-00-002

Parcel 2

All that tract of land, together with the buildings and improvements thereon and partially fronting on the Southwest side of S.C. Highway 61 in St. Andrews Parish, Charleston County. This property is the residual portion of Tract B originally shown (prior to its subdivision) on a plat prepared by H. Exo Hilton, R.L.S., entitled, "Plat of 5,526 Acres, Millbrook Plantation, St. Andrews Parish, Charleston, S.C.," dated June 1969 and recorded on January 29, 1970 in Plat Book Z at Pages 72 and 73 in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

Less and excepting the following:

- (1) All portions of the above-referenced parcel lying within Dorchester County, South Carolina.
- (2) Tracts A, B and C as shown on a plat prepared by H. Exo Hilton, R.L.S., entitled: "A Plat of 206.8 Acres, a portion of Tract 'B,' Millbrook Plantation, Property of J. Ross Hanahan, Jr., St. Andrews Parish Charleston County, S.C.," dated August 1971 and recorded December 2, 1971 in Plat Book AA at Page 111A in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.
- (3) Tracts A1, B1 and C1 as shown on a plat prepared by H. Exo Hilton entitled: "Plat of 227.76 Acres, a portion of Tract 'B' Millbrook Plantation Property of J. Ross Hanahan, Jr., St. Andrews Parish, Charleston County, South Carolina, dated February 1978 and recorded March 23, 1978 in Plat Book AK at Page 101 in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

TMS 301-00-00-003

Parcel 3

All that certain piece, parcel or tract of land, situate, lying and being located near Magnolia Gardens in West St. Andrews, Charleston County, South Carolina, containing 2,294.17 acres, more or less, being shown and designated as "Georgia Pacific Investment Company, 2,294.17 Acres," on a plat entitled, "Plat of 2,294.17 Acres, owned by Georgia Pacific Investment Company, located near Magnolia Gardens, West St. Andrews, Charleston Co., So. Carolina," prepared by William C. Boineau (S.C.R.L.S. #4173), dated September 19, 1987, last revised October 15, 1987, and recorded on November 24, 1987 in Plat Book BP at Page 129 in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

Less and excepting the following:

(1) That portion of the above-described property previously annexed into the City of Charleston, containing 50 acres, more or less, now designated as TMS 301-00-00-039.

(2) All that certain piece, parcel or tract of land, situate, lying and being in Charleston County, South Carolina, containing 0.621 acres, more or less, being shown and designated as "LEASE PARCEL 'A' (0.621 AC.)," on that certain plat entitled, "A LEASE PARCEL BOUNDARY SURVEY PLAT OF LEASE PARCEL 'A,' a 20' UTILITY EASEMENT, and a 20' INGRESS-EGRESS EASEMENT on the WHITFIELD TRACT, to be LEASED to SPRING CELLULAR COMPANY, OWNED by WHITFIELD CONTRUCTION COMPANY, LOCATED in ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Keith A. Wilson (SCRLS # 12252), dated November 8, 1993, last revised May 19, 1994, and recorded on June 8, 1994, in Plat Book EA at Page 069 in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

(3) All that certain piece, parcel or tract of land, situate, lying and being in Charleston County, South Carolina, containing 1 acre, more or less, being shown and designated as "NEW PARCEL 1, 43,559.59 sq. ft., 1.000 acres," on that certain plat entitled, "SUBDIVISION PLAT SHOWING A NEW PARCEL 1 (1.000 ACRE), BEING A PORTION OF TMS 301-00-00-005, PROPERTY OF WHITFIELD CONSTRUCTION COMPANY, LOCATED NEAR WEST ASHLEY, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Timothy D. Elmer (SCRLS # 17566), dated October 17, 2016, updated August 8, 2017, and recorded on September 22, 2017, in Plat Book S17 at Page 0224 in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

TMS 301-00-00-005

Parcel 4

All that certain strip or parcel of land situate, lying and being in Charleston County, South Carolina, being approximately 100 feet in width, and being within fifty feet (50') of either side of the centerline of that certain right-of-way shown and designated as "Power Line, SCE&G 195' R/W," as shown on a plat entitled, "Plat of 2,094.0 Acres, Tract—'C' Portion of Millbrook Plantation, Property of W.O. Hanahan Sr., Divided as Shown Above, St. Andrews Parish, Charleston County, South Carolina," prepared by H. Exo Hilton (S.C.R.L.S. #2552), dated May-July 1981, and recorded on July 22, 1982 in Plat Book AV at Pages 156 and 157 in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

A portion of TMS 301-00-00-023

Parcel 5

All that certain piece, parcel or lot of land, situate, lying and being in St. Andrews Parish, Charleston County, South Carolina, known and designated as "12.85 Acres Existing Tract," "47.34 Acres New Tract,"

"16.60 Acres Existing Tract," "1.85 Acres Existing Tract," and "7.04 Acres Existing Tract," as shown on a plat entitled "Plat of a 85.56 Acre Tract, Located at St. Andrews Parish, Charleston County, S.C.," by Keith Kevin Ruddy (SCRLS #9479) of St. Pauls Land & Mapping Co., dated February 28, 1984, and recorded on May 2, 1984, in Plat Book BA at Page 014 in the RMC Office for Charleston County, South Carolina, said piece, parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

TMS 359-00-00-006

(See attachments: individual plats)

The property is designated as follows on the Charleston County Tax Maps: 301-00-00-002; 301-00-00-003; 301-00-00-005; a portion of 301-00-00-023; 359-00-00-006

(See attachments: annexation exhibit)

Dated: December 15, 2017

TMS No. 301-00-00-002

Millbrook, LLC

By: T. Heyward Carter, Jr.

T. Heyward Carter, Jr., as Investment Manager of

THC Millbrook, LLC and as Co-Trustee of the Grace H. Carter Trust

f/b/o Margaret Carter

Date: 12/15/17

By: _____

William S. Jackson, as Trustee of the GCI Legacy Trust

Date: _____

By: _____

Grayson C. Jackson, as Trustee of the WSJ Legacy Trust and as

Co-Trustee of the Grace H. Carter Trust f/b/o Margaret H. Carter

Date: _____

Margaret H. Carter

Margaret H. Carter

Date: 12/16/17

TMS No. 301-00-00-003

Roger Parke Hanahan, Jr.

Date: _____

TMS No. 301-00-00-005

Whitfield Construction Company

By: _____

Its: _____

Date: _____

TMS No. 301-00-00-002

Millbrook, LLC

By: _____

T. Heyward Carter, Jr., as Investment Manager of
THC Millbrook, LLC and as Co-Trustee of the Grace H. Carter Trust
f/b/o Margaret Carter

Date: _____

By: _____

William S. Jackson, as Trustee of the GCI Legacy Trust

Date: 12/16/17

By: _____

Grayson C. Jackson, as Trustee of the WSJ Legacy Trust and as
Co-Trustee of the Grace H. Carter Trust f/b/o Margaret H. Carter

Date: 12/16/17

Margaret H. Carter

Date: _____

TMS No. 301-00-00-003

Roger Parke Hanahan, Jr.

Date: _____

TMS No. 301-00-00-005

Whitfield Construction Company

By: _____

Its: _____

Date: _____

TMS No. 301-00-00-002

Millbrook, LLC

By: _____

T. Heyward Carter, Jr., as Investment Manager of
THC Millbrook, LLC and as Co-Trustee of the Grace H. Carter Trust
f/b/o Margaret Carter

Date: _____

By: _____

William S. Jackson, as Trustee of the GCJ Legacy Trust

Date: _____

By: _____

Grayson C. Jackson, as Trustee of the WSJ Legacy Trust and as
Co-Trustee of the Grace H. Carter Trust f/b/o Margaret H. Carter

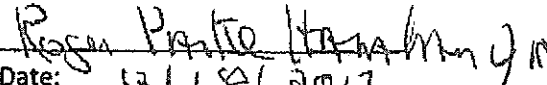
Date: _____

Margaret H. Carter

Date: _____

TMS No. 301-00-00-003

Roger Parke Hanahan, Jr.


Date: 12/15/2017

TMS No. 301-00-00-005

Whitfield Construction Company

By: _____

Its: _____

Date: _____

TMS No. 359-00-00-006

3453 Ashley River Road, LLC

By: _____

Its: _____

Date: _____

TMS No. 301-00-00-023 (a portion)

WOH, LLC

By: WPSMIF, LLC by Michael Anthony

Its: Managing Partner

Date: 02/18/11

Its: _____
Date: _____

TMS No. 301-00-00-023 (a portion)
WOH, LLC

By: Woh LLC A. Edgar L. Smith, Jr.
Its: Managing Partner
Date: 02-18-12

TMS No. 301-00-00-005

Whitfield Construction Company

By: _____

Its: _____

Date: _____

TMS No. 359-00-00-006

3453 Ashley River Road, LLC

By: Charles E. Truluck for management

Its: Charles E. Truluck

Date: 12-18-17

TMS No. 301-00-00-023 (a portion)

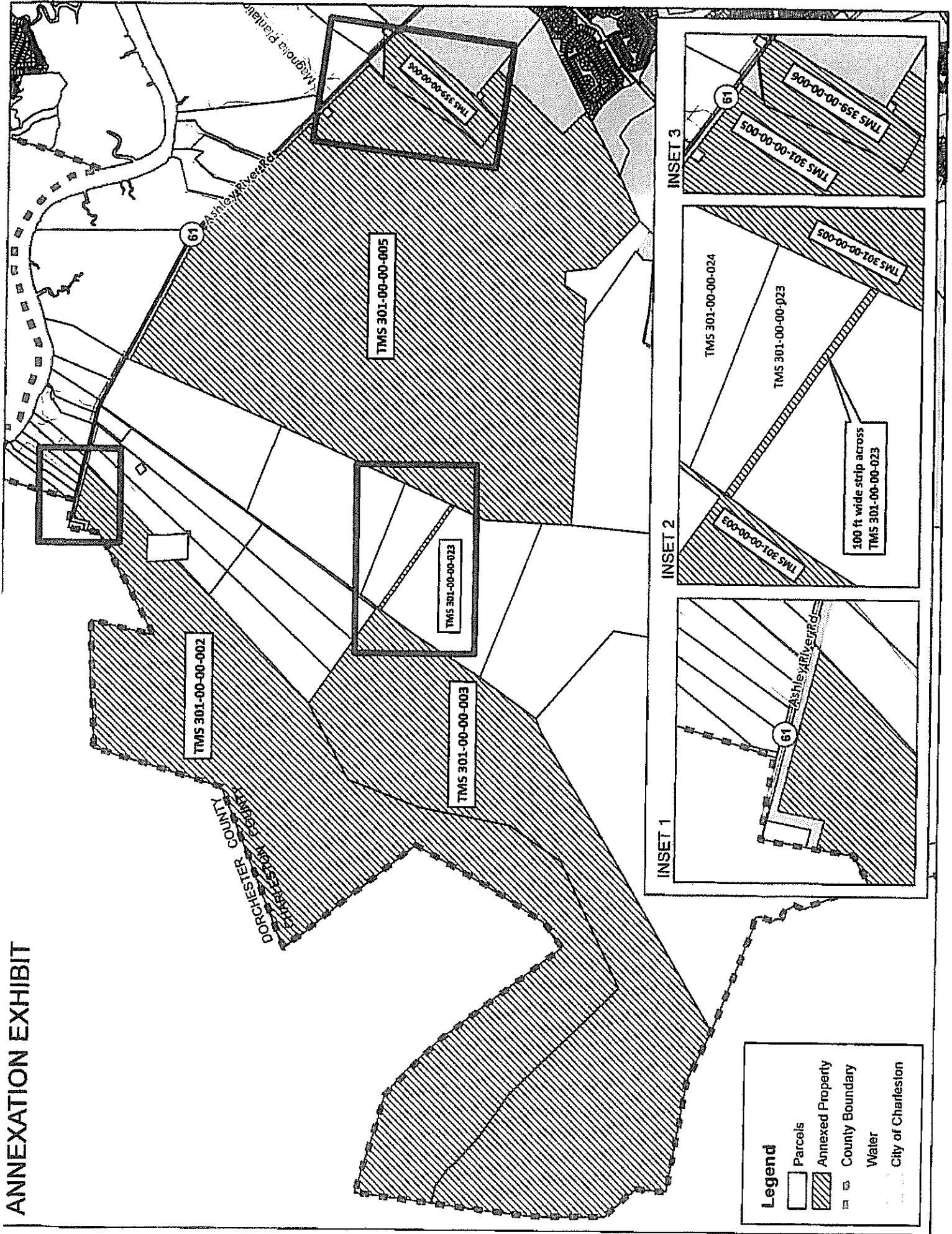
WOH, LLC

By: _____

Its: _____

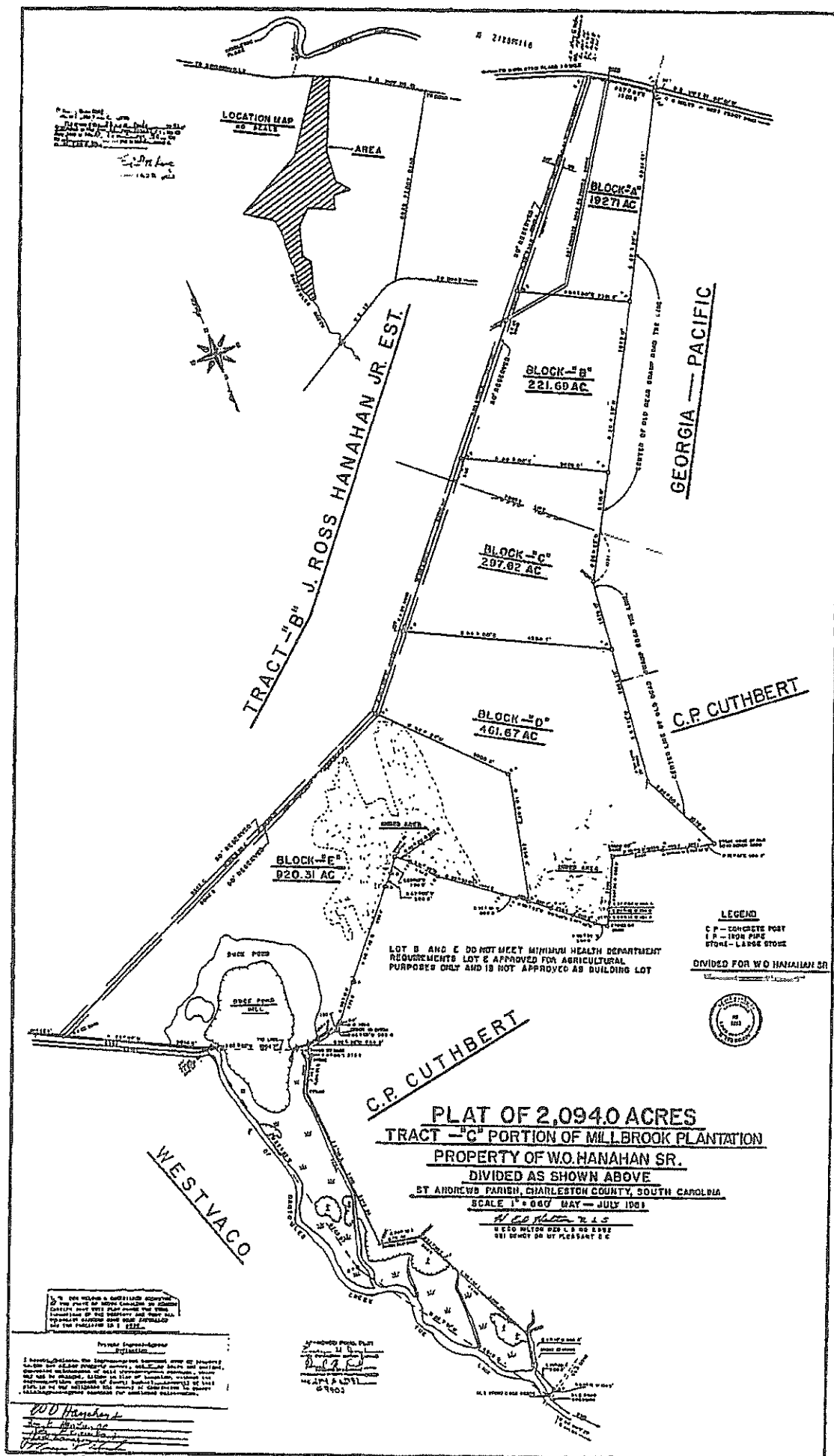
Date: _____

ANNEXATION EXHIBIT



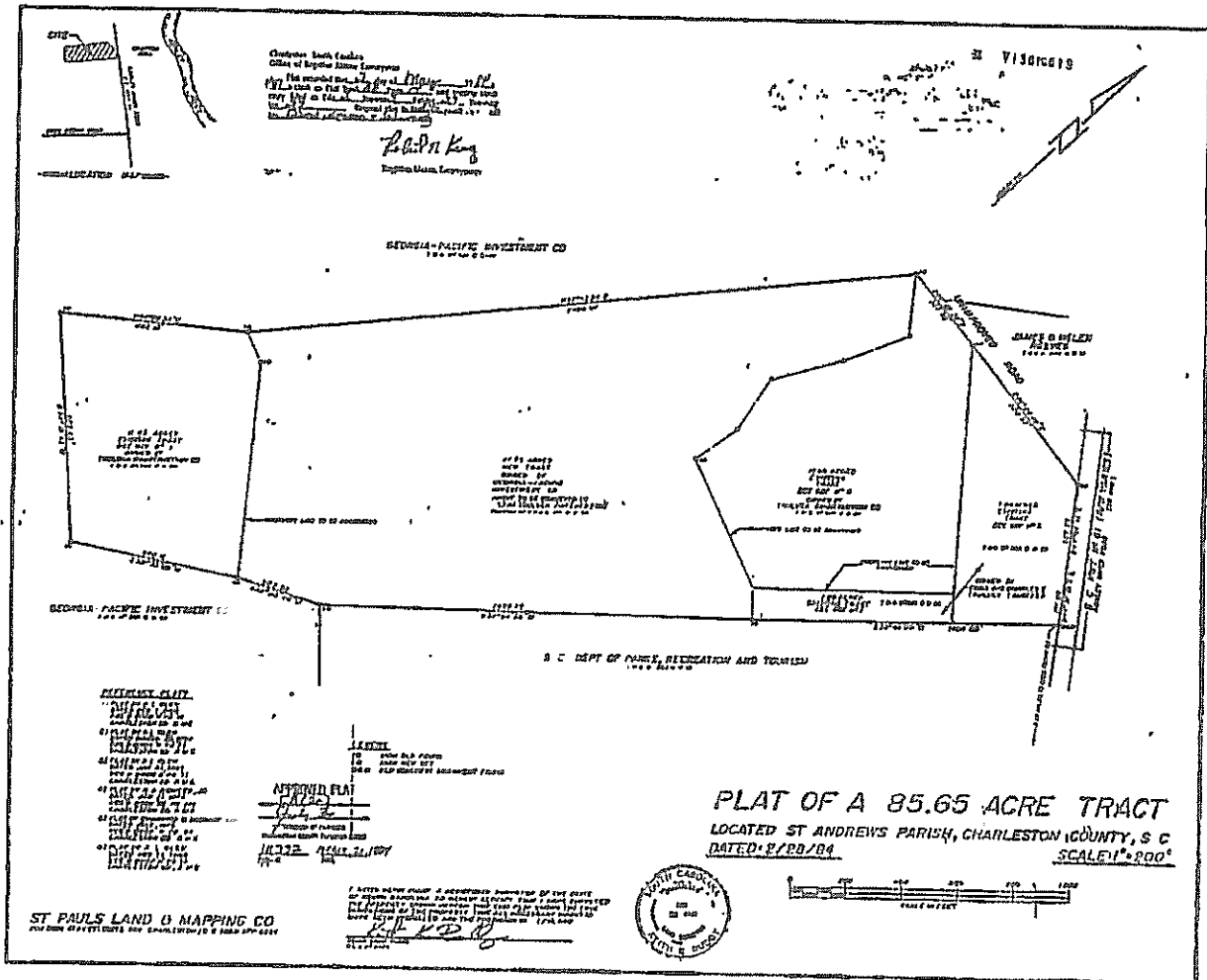
Plot Z/072-073

Plat
AV/156-
157



[illegible]

Plat BA 1014



JAN 17 2018

AFFIDAVIT
OF PUBLICATION

The Post and Courier

State of South Carolina
County of Charleston

Personally appeared before me
The undersigned advertising Clerk of the
Above indicated newspaper published
In the City of Charleston, County and
State aforesaid, who, being duly sworn,
Says that the advertisement of

(copy attached)

appeared in the issue of said newspaper
on the following day(s):

December 21, 2017

Subscribed and sworn to

Before me this 12th day
Of January

H. Eddings
Advertising Clerk

A.D. 2018

Sherry Dule
Notary Public, SC
My Commission expires September 24, 2023

CITY OF CHARLESTON NOTICE OF PUBLIC HEARING ANNEXATION

NOTICE is hereby given that the City Council of the City of Charleston will hold a public hearing on January 23, 2018 at 5:00 pm, at City Hall, 80 Broad Street, Charleston, South Carolina, to receive public input on the annexation of lands located west of the Ashley River on or near Highway 61 and bearing Charleston County Tax Map Numbers: 361-00-00-006; 361-00-00-007; 364-00-00-001; and 364-00-00-002.

And being more fully described as:

Parcel One:

ALL that certain piece, parcel. Lot or tract of land, situate, lying and being between South Carolina Highway 61 (Ashley River Road) and the Ashley River, in the County of Charleston, State of South Carolina and being a portion of Millbrook Plantation.

BEGINNING at a concrete post on the North side of said SC Highway 61; thence, following the right-of-way of said Highway North sixty (60) degrees, fifty-five (55) minutes West, seven hundred thirty-four and 18/100 (734.18') feet, a little more or less, to a point on said Highway; thence North twenty-five (25) degrees, zero (0) minutes East, one thousand six hundred fifty (1,650') feet, more or less to a point on the South bank of the Ashley River; thence, following the edge of said river in a generally northwesterly direction to a concrete on the South bank of said river, thence, from said concrete post South five (5) degrees, ten (10) minutes West, seven hundred ninety and 68/100 (790.68') feet across the marshlands of the Ashley River to an iron pipe on the edge of the highland; thence South thirty-one (31) degrees forty-eight (48) minutes West one thousand five hundred fifty-six and 28/100 (1,556.28') feet to the concrete post on the North side of said SC Highway 61, the point or place of beginning.

BUTTING AND BOUNDING on the South on SC Highway 61 (Ashley River Road); East on lands now or formerly of Ramsey; North on the Ashley River; and West on tract of land of Grayson G. Hanahan.

Parcel Two

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Charleston, State of South Carolina, and being known as "Tract C1", containing approximately 21.22 acres, more or less, owned by Grayson G. Hanahan, as shown and designated on a plat entitled, "Plat showing Resubdivision of a Portion of Millbrook Tract, St. Andrews Parish, Charleston Co. SC", dated May 4, 1983, made by W. L. Gaillard and recorded in the RMC Office for Charleston County in Plat Book AX at Page 138 on June 23, 1983. Said Tract having such size, shape, dimensions, buttings and bounds as will by reference to said plat more fully appear.

Parcel Three

All that certain piece, parcel or tract of land situate, lying and being in Charleston County, South Carolina, as shown on a Plat entitled "Plat Showing Re-subdivision of a Portion of the Millbrook Tract, St. Andrews Parish, Charleston Co., S.C." by W. L. Gaillard dated May 4, 1983, said Plat being recorded in the R. M. C. Office for Charleston County in Plat Book AX, at page 138, said tract being shown thereon as Tract "H", 15.13 ac., all as with reference to said plat more fully appear.

Parcel Four

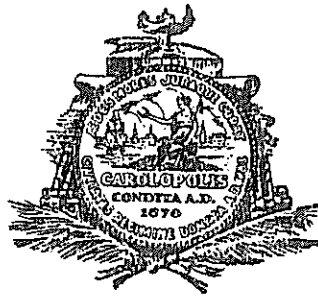
All that certain piece, parcel or tract of land situate, lying and being in Charleston County, South Carolina, as shown on a Plat entitled "Plat Showing Re-subdivision of a Portion of the Millbrook Tract, St. Andrews Parish, Charleston Co., S.C." by W.L. Gaillard dated May 4, 1983, said Plat being recorded in the R.M.C. Office for Charleston County in Plat Book AX, at page 138, said tract being shown thereon as Tract "G", 8.4 ac., all as reference to said plat will more fully appear.

The 2018 City tax millage rate for this area of the City of Charleston is 83.6 and the 2018 monthly stormwater fee is \$8.00 per residential unit. The City of Charleston will provide Police, Fire (with the West Ashley Fire District/Public Service District being first responder if a transfer of service agreement is necessary), Planning and Zoning, Code Enforcement, Business License, Public Services (environmental services, inspection services, stormwater/drainage, but excluding water and sewer), Recreation and City Council representation. Services will commence upon the annexation ordinance being ratified and in accordance with the provisions of S.C. Code § 5-3-310, et seq., as applicable.

This Notice is run in accordance with S. C. Code Section 5-3-150 (1).

The Petition for Annexation is available for review at City Hall, 80 Broad Street, Charleston, SC.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) interpretation or other accommodation, please contact Janet Schumacher at 843-577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the hearing.



Ratification
Number _____

A N O R D I N A N C E

TO ANNEX TO THE CITY OF CHARLESTON PROPERTIES LOCATED WEST OF THE ASHLEY RIVER ON OR NEAR HIGHWAY 61 BEARING CHARLESTON COUNTY TAX MAP NOS. 361-00-00-006, 361-00-00-007, 364-00-00-001 AND 364-00-00-002

AS SHOWN ON THE MAP ATTACHED TO THIS ORDINANCE LABELED "ANNEXATION EXHIBIT" AND TO MAKE SAID PROPERTIES A PART OF DISTRICT 10.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. S. C. Code § 5-3-150 (1) provides a means for the annexation of property that is contiguous to a municipality upon receipt of a petition for annexation signed by 75% or more of the freeholders owning at least 75% of the assessed valuation of the real property in the area requesting annexation. The City Council of Charleston received a petition for the annexation of the properties described in Section 3 hereof, which petition is signed by 75% or more of the freeholders owing 75% of the assessed valuation of the real property in the area requesting annexation.

Section 2. In accordance with S. C. Code § 5-3-150 (1), City Council held a public hearing on the annexation on January 23, 2018, after duly noticing the hearing thirty days in advance thereof.

Section 3. The following properties as shown on the map labeled "Annexation Exhibit", attached to this Ordinance and made a part hereof, are hereby annexed to and made a part of District 10 of the City of Charleston, to wit: TMS No. 361-00-00-006, 361-00-00-007, 364-00-00-001, 364-00-00-002.

Section 4. This Ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of
_____ In the Year of Our Lord, 20____, in
the _____ Year of the Independence of the
United States of America.

John J. Tecklenburg, Mayor

ATTEST:

Vanessa Turner Maybank,
Clerk of Council

Annexation Profile

Parcel Address: Ashley River Road

Presented to Council: 1/23/2018

Status: Received Signed Petition

Owner Names: Millbrook Plantation, LLC

Year Built: NA

Parcel ID: 3610000006

Number of Units: 0

Number of Persons: 0

Race: Vacant

Acreage: 37.61

Current Land Use: Agricultural

Current Zoning: AG-8

Requested Zoning: AG-8

Recommended Zoning: AG-8

Appraised Value: \$3,775.00

Assessed Value: \$150.00

Stormwater Fees: 0.00

Mailing Address: 1735 Camp Rd

Charleston, SC 29412

City Area: West Ashley

Subdivision:

Council District: 10

Within UGB: No

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 19
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	Undeveloped
Planning	
Urban Growth Line	Property is an undeveloped site outside the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

Annexation Profile

Parcel Address: Ashley River Road

Presented to Council: 1/23/2018

Status: Received Signed Petition

Owner Names: Article V Credit Shelter Trust

Year Built: NA

Parcel ID: 3610000007

Number of Units: 0

Number of Persons: 0

Race: Vacant

Acreage: 21.22

Mailing Address: 11 Pierates Cruz

Current Land Use: Agricultural

Address: Mount Pleasant, SC 29464

Current Zoning: AG-8

Requested Zoning: AG-8

City Area: West Ashley

Recommended Zoning: AG-8

Subdivision:

Appraised Value: \$3,416.00

Council District: 10

Assessed Value: \$140.00

Within UGB: No

Stormwater Fees: 0.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 19
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	Undeveloped
Planning	
Urban Growth Line	Property is an undeveloped site outside the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

Annexation Profile

Parcel Address: 4110 Ashley River Road

Presented to Council: 1/23/2018

Status: Received Signed Petition

Owner Names: Eleanor W. Carter, Trustee

Year Built: 1984

Parcel ID: 3640000001

Number of Units: 1

Number of Persons: 2

Race: Caucasian

Acreage: 15.13

Current Land Use: Residential

Current Zoning: AG-8

Requested Zoning: AG-8

Recommended Zoning: AG-8

Appraised Value: \$397,255.00

Assessed Value: \$15,890.00

Stormwater Fees: Exempt

Mailing PO Box 369

Address: Charleston, SC 29402

City Area: West Ashley

Subdivision:

Council District: 10

Within UGB: No

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 19
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	The property is served by a well and a septic system.
Planning	
Urban Growth Line	Property is a developed site outside the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

Annexation Profile

Parcel Address: 4136 Ashley River Road

Presented to Council: 1/23/2018

Status: Received Signed Petition

Owner Names: Margaret Hartley Carter

Year Built: 1945

Parcel ID: 3640000002

Number of Units: 1

Number of Persons: 1

Race: Caucasian

Acreage: 8.4

Current Land Use: Residential

Current Zoning: AG-8

Requested Zoning: AG-8

Recommended Zoning: AG-8

Appraised Value: \$64,152.00

Assessed Value: \$3,720.00

Stormwater Fees: 72.00

Mailing Address: 4136 Ashley River Rd

Charleston, SC 29414

City Area: West Ashley

Subdivision:

Council District: 10

Within UGB: No

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 19
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	The property is served by a well and a septic system.
Planning	
Urban Growth Line	Property is a developed site outside the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

<p>City Plan Recommendation:</p>	<p>The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.</p>
---	---

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA:

The undersigned, being at least 75 percent of the freeholders owning at least 75 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat(s), hereby petition for annexation of said territory to the City pursuant to South Carolina Code Section 5-3-150(1).

The territory to be annexed is described as follows:

Parcel One:

ALL that certain piece, parcel. Lot or tract of land, situate, lying and being between South Carolina Highway 61 (Ashley River Road) and the Ashley River, in the County of Charleston, State of South Carolina and being a portion of Millbrook Plantation.

BEGINNING at a concrete post on the North side of said SC Highway 61; thence, following the right-of-way of said Highway North sixty (60) degrees, fifty-five (55) minutes West, seven hundred thirty-four and 18/100 (734.18') feet, a little more or less, to a point on said Highway; thence North twenty-five (25) degrees, zero (0) minutes East, one thousand six hundred fifty (1,650') feet, more or less to a point on the South bank of the Ashley River; thence, following the edge of said river in a generally northwesterly direction to a concrete on the South bank of said river, thence, from said concrete post South five (5) degrees, ten (10) minutes West, seven hundred ninety and 68/100 (790.68') feet across the marshlands of the Ashley River to an iron pipe on the edge of the highland; thence South thirty-one (31) degrees forty-eight (48) minutes West one thousand five hundred fifty-six and 28/100 (1,556.28') feet to the concrete post on the North side of said SC Highway 61, the point or place of beginning.

BUTTING AND BOUNDING on the South on SC Highway 61 (Ashley River Road); East on lands now or formerly of Ramsey; North on the Ashley River; and West on tract of land of Grayson G. Hanahan.

TMS No. 361-00-00-006

And

Parcel Two

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Charleston, State of South Carolina, and being known as "Tract C1", containing approximately 21.22 acres, more or less, owned by Grayson G. Hanahan, as shown and designated on a plat entitled, "Plat showing Resubdivision of a Portion of Millbrook Tract, St. Andrews Parish, Charleston Co. SC", dated May 4, 1983, made by W. L. Gaillard and recorded in the RMC Office for Charleston County in Plat Book AX at Page 138 on June 23, 1983. Said Tract having

such size, shape, dimensions, buttings and bounds as will be reference to said plat more fully appear.

TMS. No. 361-00-00-007

And

Parcel Three

All that certain piece, parcel or tract of land situate, lying and being in Charleston County, South Carolina, as shown on a Plat entitled "Plat Showing Re-subdivision of a Portion of the Millbrook Tract, St. Andrews Parish, Charleston Co., S.C." by W. L. Gaillard dated May 4, 1983, said Plat being recorded in the R. M. C. Office for Charleston County in Plat Book AX, at page 138, said tract being shown thereon as Tract "H", 15.13 ac., all as with reference to said plant more fully appear.

TMS No. 364-00-00-001

And

Parcel Four

TMS. No. 364-00-00-002

(See attachments: individual plats)

The property is designated as follows on the County Tax Maps: 361-00-00-006; 361-00-00-007; 364-00-00-001; and 364-00-00-002

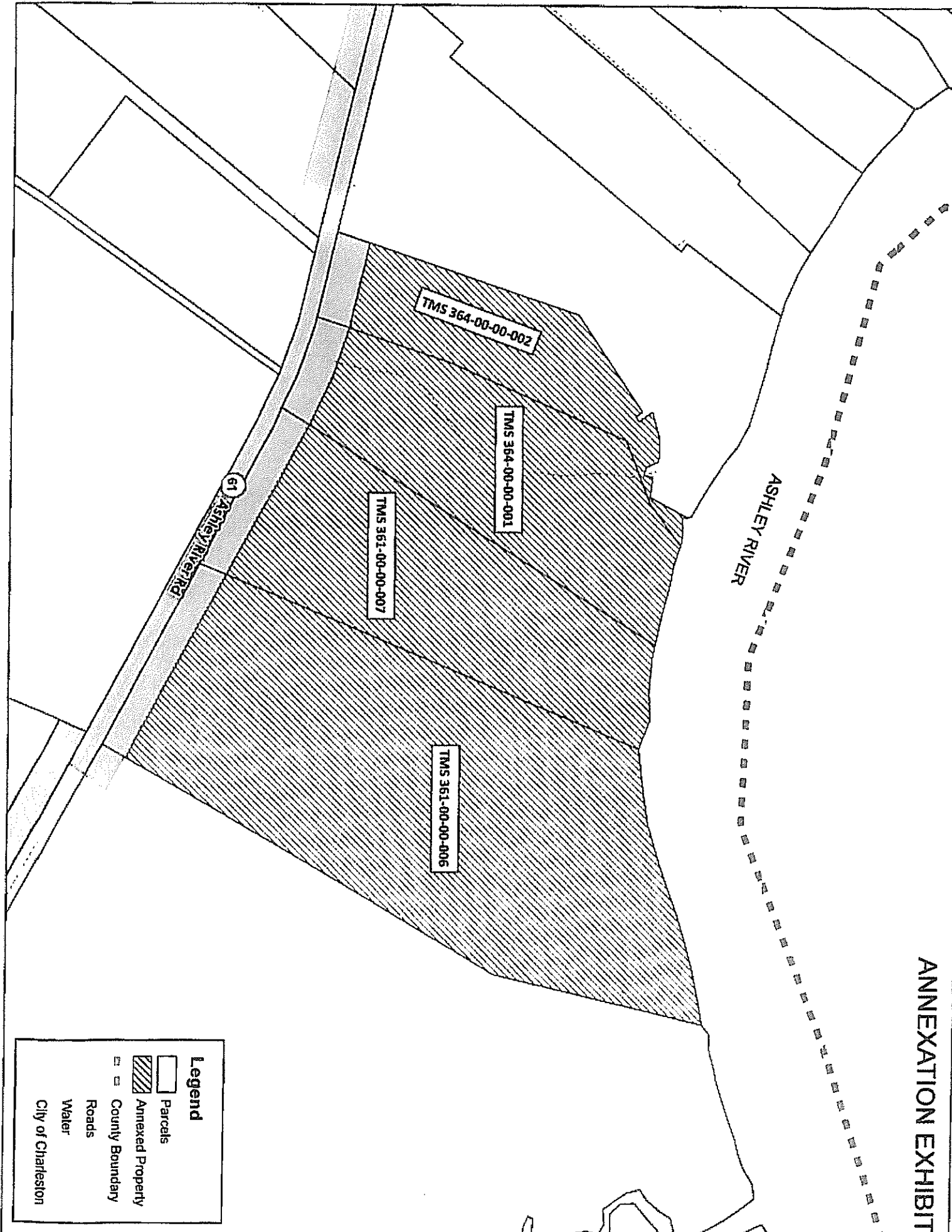
(See attachments: annexation exhibit)

Dated: *December 11, 2017*

Parcel Four

All that certain piece, parcel or tract of land situate, lying and being in Charleston County, South Carolina, as shown on a Plat entitled "Plat Showing Re-subdivision of a Portion of the Millbrook Tract, St. Andrews Parish, Charleston Co., S.C." by W.L. Gaillard dated May 4, 1983, said Plat being recorded in the R.M.C. Office for Charleston County in Plat Book AX, at page 138, said tract being shown thereon as Tract "G", 8.4 ac., all as reference to said plat will more fully appear.

ANNEXATION EXHIBIT



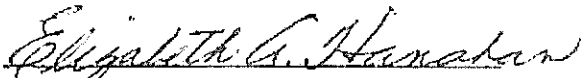
Legend

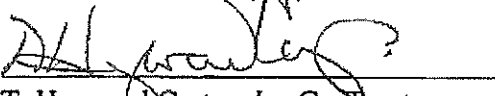
- Parcels
- Annexed Property
- County Boundary
- Roads
- Water
- City of Charleston

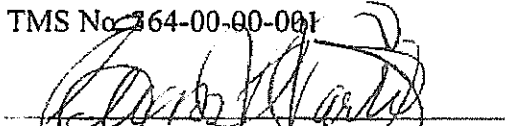
TMS No. 361-00-00-006
Millbrook Plantation, LLC

By _____
Its: _____
Date: _____


TMS No. 361-00-00-007
Elizabeth A. Hanahan and
T. Heyward Carter, Jr., Co-Trustees of the
Article V Credit Shelter Trust u/w/o Grayson G. Hanahan


Elizabeth A. Hanahan, Co-Trustee
Date: 12/12/17


T. Heyward Carter, Jr., Co-Trustee
Date: 12/11/17

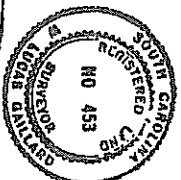
TMS No. ~~364-00-00-001~~

Eleanor W. Carter, Trustee under South Carolina
Personal Residence Trust of Eleanor W. Carter
Date: 12/11/17

TMS No. 364-00-00-002


Margaret Hartley Carter
Date: Dec 12, 2017

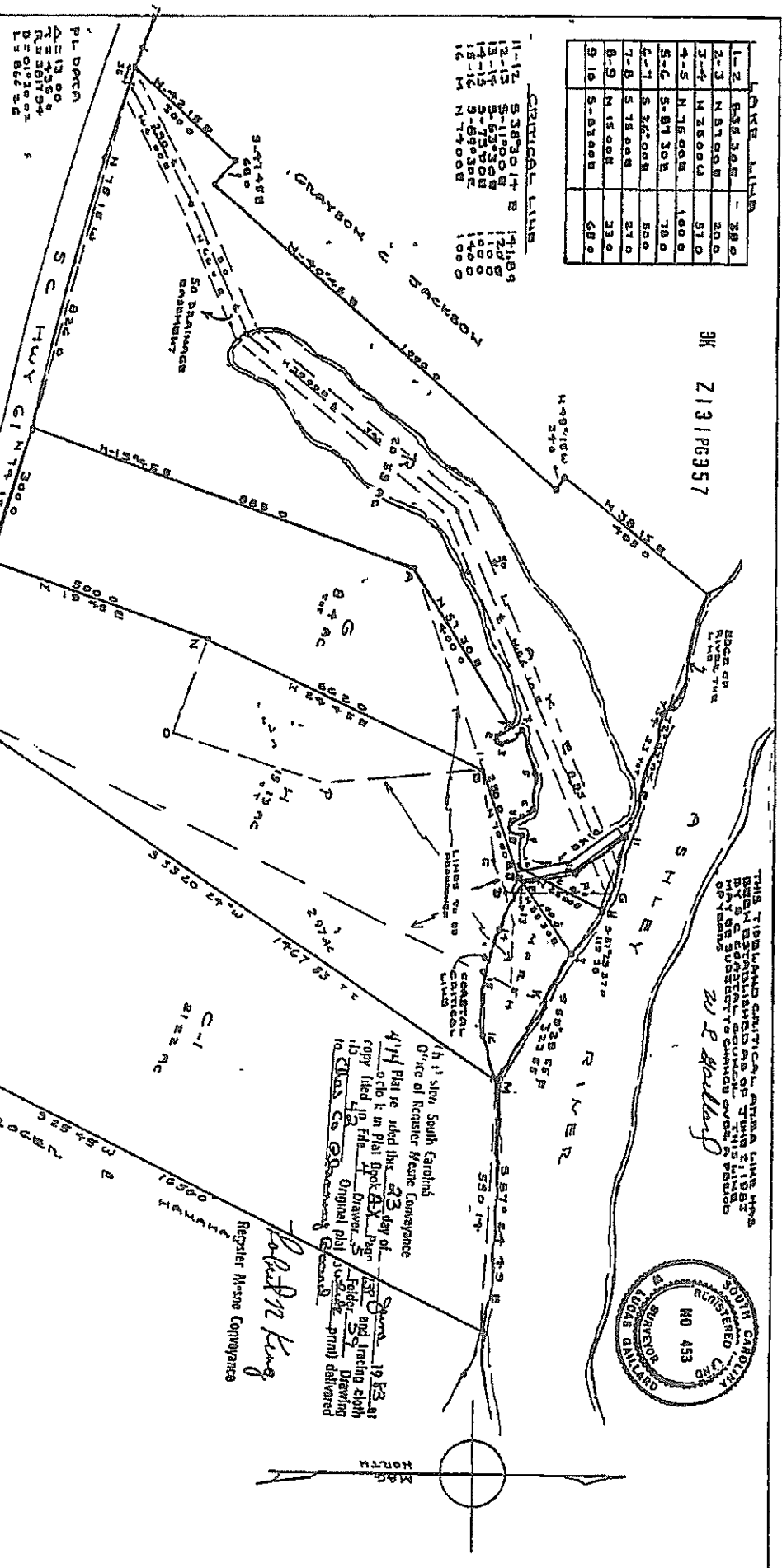
1-2	535.345	280
2-3	N 87° 09' E	200
3-4	N 25° 00' E	510
4-5	N 75° 00' E	1000
5-6	S 81° 30' E	780
6-7	S 26° 00' E	500
7-8	S 75° 00' E	210
8-9	N 15° 00' E	330
9-10	S 87° 00' E	680

SK 21316357



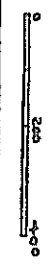
THIS TOWN AND COUNTRY PLAT MAP WAS PREPARED BY THE DIVISION OF HIGHWAYS, DEPARTMENT OF TRANSPORTATION, STATE OF SOUTH CAROLINA, AND IS HEREBY CERTIFIED TO BE CORRECT.

11-12	S 38° 30' E	1200
12-13	S 11° 00' E	1200
13-14	S 75° 00' E	1400
14-15	S 26° 00' E	1400
15-16	S 87° 30' E	1000
16-17	N 75° 00' E	1000



Plat showing Resubdivision of a Portion of the Hillbrook Tract
 At Andrews Parish, Charleston Co, SC
 Tract R owned by Grace H Carter
 Tract G owned by Margaret H Carter
 Tract H owned by Eleanor H Carter
 Tract I owned by Freyson H Kershner
 Showing conveyance among above named owners
 May 7, 1983

1" = 200'



I, W. L. GILBERT, a registered surveyor of the State of South Carolina do hereby certify that I have surveyed the property shown herein, that this plat shows the true dimensions of the property, that all necessary markings have been located, and the plat is true to the original plan.

P.L. DATA
 A = 15.00
 R = 8874.48
 T = 1300.0
 L = 2208.15

APPROVED FINAL PLAT
 W. L. GILBERT
 REGISTERED SURVEYOR
 DIRECTOR OF PLANNING
 CHARLESTON COUNTY PLANNING BOARD
 MAY 21, 1983
 # 9909

9 MRS. H. CARTER

I hereby dedicate all rights of way and easements shown on this plat to the use of the public forever

NOTED FOR THE PUBLIC RECORD

*City of Charleston**South Carolina**Department of Public Service*

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

January 24, 2018

Mr. Kirk R. Richards, P.E.
Assistant District Maintenance Engineer
SCDOT – District Six
6355 Fain Blvd.
North Charleston, SC 29406

RE: Maintenance of Sidewalk Standard and Non-Standard Construction Materials at Beaufain Street (S-393) and Smith Street (S-871).

Dear Mr. Richards:

This letter concerns the proposed installation of an 8 foot wide by 292 linear foot long concrete sidewalk along with 297 linear feet of granite curb to be constructed in conjunction with the Harleston Gates project within the SCDOT right-of-way at Beaufain Street (S-393) and Smith Street (S-871). It is our intention these will be public sidewalks.

The City Council of Charleston, at its meeting held January 23, 2018, agreed to accept full maintenance responsibility for the proposed sidewalk within the State maintained right-of-way shown on the attached drawing and which will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain this sidewalk and corner accessibility ramps in compliance with current ADA and SCDOT standards (*ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities*).

Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at cabinessl@charleston-sc.gov.

Sincerely,

Laura S. Cabiness, P.E.

Copy to:

Melvin Brown, Superintendent, Streets and Sidewalks

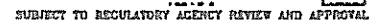
Thomas F. O'Brien, Deputy Director

Matthew Blackwell, Site Development Manager

Brian Pokrant, GIS Analyst

Kyle Neff, HLA

LSC/ajd



29A Leinbach Drive
Charleston, SC 29407-6988
Tel. 843.763.1166
www.hlainc.com



October 31, 2017

Tom O'Brien
Deputy Director of Technical Services
City of Charleston
2 George Street
Charleston, SC 29401

RE: Harleston Gates (170126-SmithSt-1) SCDOT Maintenance Request

Mr. O'Brien,

The SCDOT is requesting that the City of Charleston provide them with a maintenance letter for non-standard materials located in the right of way along Beaufain St. and Smith St. that is associated with the Harleston Gates project. Please see the attached layout showing the areas and quantities of the materials.

Please feel free to contact me with any questions.

Sincerely,

John S. Lester, PE, PLS
Chairman

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that CALATLANTIC GROUP, INC. ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of CHARLESTON, State of South Carolina, identified as (list street names) CLARET CUP WAY, SPINDLEWOOD, WAY, WATER LOTUS DRIVE as shown and designated on a plat entitled FINAL PLAT SHOWING THE SUBDIVISION OF TRACT 3, TMS NO. 301-00-00-692 (36.294 AC) TO CREATE GRAND TERRACE AT GRAND OAKS CONTAINING 85 LOTS (5.647 AC), RIGHT OF WAYS (3.236 AC), AND H.O.A. AREAS (27.411 AC) PROPERTY OF CALATLANTIC GROUP, INC. LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA prepared by HLA, INC. dated June 19, 2017, revised _____, and recorded on _____ in Plat Book _____ at page _____ in the RMC Office for CHARLESTON County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the GRAND BEES DEVELOPMENT, LLC dated March 20, 2015 and recorded in Book 0463 at Page 943 in the RMC Office for CHARLESTON County, South Carolina.

Grantee's Mailing Address:

City of Charleston
 Department of Public Service
 Engineering Division
 2 George Street
 Suite 2100
 Charleston, South Carolina 29401

Portion of TMS No.

301-00-00-692

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 12 day of OCTOBER 2017.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Grantor

[Signature]
Witness Number One
Kelsey Hathaway
Printed Name

[Signature]
Ron Buuman
Printed Name
Title LD MANAGER

[Signature]
Witness Number Two
Caitlyn Bailey
Printed Name

STATE OF South Carolina)
COUNTY OF Berkeley) ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Ron Buuman, the Land manager of CalAtlantic Group, a LLC, on behalf of the Grantor on the 12th day of October, 2017.

Signature of Notary: [Signature]
Print Name of Notary: Season Monroe
Notary Public for: Berkeley County
My Commission Expires: 3.5.25

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by CALATLANTIC GROUP, INC.
to THE CITY OF CHARLESTON on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): #2 (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

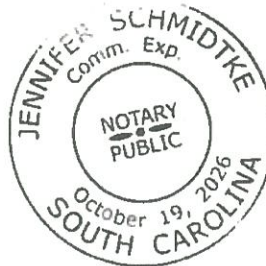
4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[Signature]
Responsible Person Connected with the Transaction

Ron Bullman
Print or Type Name Here
LO Manager

Sworn this 17 day of Oct 2017
Jennifer Schmidt
Notary Public for
My Commission Expires: 10-19, 2026



STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF CHARLESTON)
)
)
)

EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____ 2017, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and CalAtlantic Group, Inc. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a tract of _____ property identified by and designated as Charleston County tax map number 301-00-00-692 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced tract of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced tract of property and which are more fully shown on that certain plat entitled;

FINAL PLAT SHOWING THE SUBDIVISION OF TRACT 3, TMS NO. 301-00-00-692 (36,294 AC) TO CREATE GRAND TERRACE AT GRAND OAKS CONTAINING 85 LOTS (5,647AC), RIGHT OF WAYS (3,236AC), AND H.O.A. AREAS (27,411 AC) PROPERTY OF CALATLANTIC GROUP, INC. LOCATED IN THE CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA

Prepared and executed by HLA, INC. dated June 19, 2017,
revised on _____, and recorded on _____ in Plat
Book _____ at Page _____ in the RMC Office for Charleston _____, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

Witness #1 Kelsen Hathaway
Witness #2 Caithlyn Bailey

OWNER:

Name: Ron Bullman
CALATLANTIC GROUP, INC.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Ron Bullman, the LD MANAGER of CALATLANTIC GROUP, a _____, on behalf of the Owner on 10.12.17.

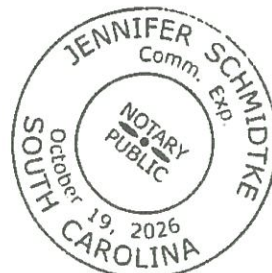
Signature: Jennifer Schmitke

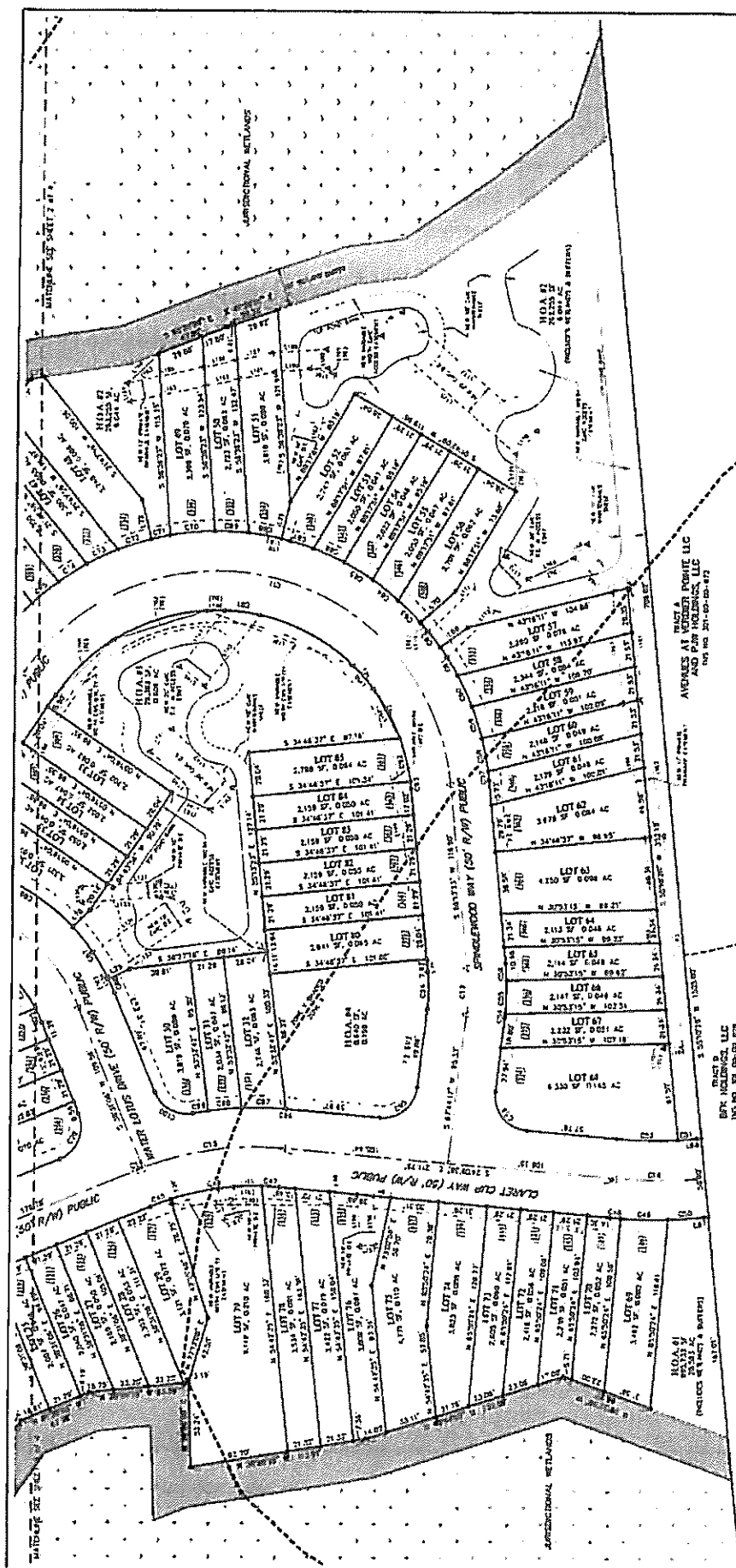
Print Name of Notary: Jennifer Schmitke

Notary Public for CalAtlantic Homes

My Commission Expires: 10-19-2026

SEAL OF NOTARY

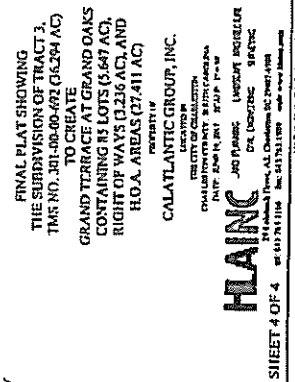




FINAL PLAT SHOWING
THE SUBDIVISION OF TRACT 3,
TMS NO. 301-00-00-692 (36.294 AC)
TO CREATE
GRAND TERRACE AT GRAND OAKS
CONTAINING 85 LOTS (5.647 AC),
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H.O.A. AREAS (27.411 AC)

HAIR

THE UNIVERSITY OF CHICAGO



Year	1990	1991	1992	1993	1994	1995
1990	1,100	1,100	1,100	1,100	1,100	1,100
1991	1,100	1,100	1,100	1,100	1,100	1,100
1992	1,100	1,100	1,100	1,100	1,100	1,100
1993	1,100	1,100	1,100	1,100	1,100	1,100
1994	1,100	1,100	1,100	1,100	1,100	1,100
1995	1,100	1,100	1,100	1,100	1,100	1,100

No.	Name of the person	Age	1930-31		1931-32		1932-33		1933-34		1934-35		1935-36		1936-37		1937-38		1938-39		1939-40		1940-41		1941-42		1942-43		1943-44		1944-45		1945-46		1946-47		1947-48		1948-49		1949-50		1950-51		1951-52		1952-53		1953-54		1954-55		1955-56		1956-57		1957-58		1958-59		1959-60		1960-61		1961-62		1962-63		1963-64		1964-65		1965-66		1966-67		1967-68		1968-69		1969-70		1970-71		1971-72		1972-73		1973-74		1974-75		1975-76		1976-77		1977-78		1978-79		1979-80		1980-81		1981-82		1982-83		1983-84		1984-85		1985-86		1986-87		1987-88		1988-89		1989-90		1990-91		1991-92		1992-93		1993-94		1994-95		1995-96		1996-97		1997-98		1998-99		1999-00		2000-01		2001-02		2002-03		2003-04		2004-05		2005-06		2006-07		2007-08		2008-09		2009-10		2010-11		2011-12		2012-13		2013-14		2014-15		2015-16		2016-17		2017-18		2018-19		2019-20		2020-21		2021-22		2022-23		2023-24		2024-25		2025-26		2026-27		2027-28		2028-29		2029-30		2030-31		2031-32		2032-33		2033-34		2034-35		2035-36		2036-37		2037-38		2038-39		2039-40		2040-41		2041-42		2042-43		2043-44		2044-45		2045-46		2046-47		2047-48		2048-49		2049-50		2050-51		2051-52		2052-53		2053-54		2054-55		2055-56		2056-57		2057-58		2058-59		2059-60		2060-61		2061-62		2062-63		2063-64		2064-65		2065-66		2066-67		2067-68		2068-69		2069-70		2070-71		2071-72		2072-73		2073-74		2074-75		2075-76		2076-77		2077-78		2078-79		2079-80		2080-81		2081-82		2082-83		2083-84		2084-85		2085-86		2086-87		2087-88		2088-89		2089-90		2090-91		2091-92		2092-93		2093-94		2094-95		2095-96		2096-97		2097-98		2098-99		2099-00		2100-01		2101-02		2102-03		2103-04		2104-05		2105-06		2106-07		2107-08		2108-09		2109-10		2110-11		2111-12		2112-13		2113-14		2114-15		2115-16		2116-17		2117-18		2118-19		2119-20		2120-21		2121-22		2122-23		2123-24		2124-25		2125-26		2126-27		2127-28		2128-29		2129-30		2130-31		2131-32		2132-33		2133-34		2134-35		2135-36		2136-37		2137-38		2138-39		2139-40		2140-41		2141-42		2142-43		2143-44		2144-45		2145-46		2146-47		2147-48		2148-49		2149-50		2150-51		2151-52		2152-53		2153-54		2154-55		2155-56		2156-57		2157-58		2158-59		2159-60		2160-61		2161-62		2162-63		2163-64		2164-65		2165-66		2166-67		2167-68		2168-69		2169-70		2170-71		2171-72		2172-73		2173-74		2174-75		2175-76		2176-77		2177-78		2178-79		2179-80		2180-81		2181-82		2182-83		2183-84		2184-85		2185-86		2186-87		2187-88		2188-89		2189-90		2190-91		2191-92		2192-93		2193-94		2194-95		2195-96		2196-97		2197-98		2198-99		2199-00		2200-01		2201-02		2202-03		2203-04		2204-05		2205-06		2206-07		2207-08		2208-09		2209-10		2210-11		2211-12		2212-13		2213-14		2214-15		2215-16		2216-17		2217-18		2218-19		2219-20		2220-21		2221-22		2222-23		2223-24		2224-25		2225-26		2226-27		2227-28		2228-29		2229-30		2230-31		2231-32		2232-33		2233-34		2234-35		2235-36		2236-37		2237-38		2238-39		2239-40		2240-41		2241-42		2242-43		2243-44		2244-45		2245-46		2246-47		2247-48		2248-49		2249-50		2250-51		2251-52		2252-53		2253-54		2254-55		2255-56		2256-57		2257-58		2258-59		2259-60		2260-61		2261-62		2262-63		2263-64		2264-65		2265-66		2266-67		2267-68		2268-69		2269-70		2270-71		2271-72		2272-73		2273-74		2274-75		2275-76		2276-77		2277-78		2278-79		2279-80		2280-81		2281-82		2282-83		2283-84		2284-85		2285-86		2286-87		2287-88		2288-89		2289-90		2290-91		2291-92		2292-93		2293-94		2294-95		2295-96		2296-97		2297-98		2298-99		2299-00		2300-01		2301-02		2302-03		2303-04		2304-05		2305-06		2306-07		2307-08		2308-09		2309-10		2310-11		2311-12		2312-13		2313-14		2314-15		2315-16		2316-17		2317-18		2318-19		2319-20		2320-21		2321-22		2322-23		2323-24		2324-25		2325-26		2326-27		2327-28		2328-29		2329-30		2330-31		2331-32		2332-33		2333-34		2334-35		2335-36		2336-37		2337-38		2338-39		2339-40		2340-41		2341-42		2342-43		2343-44		2344-45		2345-46		2346-47		2347-48		2348-49		2349-50		2350-51		2351-52		2352-53		2353-54		2354-55		2355-56		2356-57		2357-58		2358-59		2359-60		2360-61		2361-62		2362-63		2363-64		2364-65		2365-66		2366-67		2367-68		2368-69		2369-70		2370-71		2371-72		2372-73		2373-74		2374-75		2375-76		2376-77		2377-78		2378-79		2379-80		2380-81		2381-82		2382-83		2383-84		2384-85		2385-86		2386-87		2387-88		2388-89		2389-90		2390-91		2391-92		2392-93		2393-94		2394-95		2395-96		2396-97		2397-98		2398-99		2399-00		2400-01		2401-02		2402-03		2403-04		2404-05		2405-06		2406-07		2407-08		2408-09		2409-10		2410-11		2411-12		2412-13		2413-14		2414-15		2415-16		2416-17		2417-18		2418-19		2419-20		2420-21		2421-22		2422-23		2423-24		2424-25		2425-26		2426-27		2427-28		2428-29		2429-30		2430-31		2431-32		2432-33		2433-34		2434-35		2435-36		2436-37		2437-38		2438-39		2439-40		2440-41		2441-42		2442-43		2443-44		2444-45		2445-46		2446-47		2447-48		2448-49		2449-50		2450-51		2451-52		2452-53		2453-54		2454-55		2455-56		2456-57		2457-58		2458-59		2459-60		2460-61		2461-62		2462-63		2463-64		2464-65		2465-66		2466-67		2467-68		2468-69		2469-70		2470-71		2471-72		2472-73		2473-74		2474-75		2475-76		2476-77		2477-78		2478-79		2479-80		2480-81		2481-82		2482-83		2483-84		248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BY THE RECORDING OF THIS PLAN AND UPON THE APPROVAL AND ACCEPTANCE BY THE CITY COUNCIL OF CHARLESTON, TICKETS BECAME ALL READY FOR THE MONTH-OF-JANUARY, 1968.

TO BE USE IN THE MONTH OF JANUARY 1968

[Signature]
 CHARLESTON DISTRICT
 CALABRISSE GROUP, INC.

[illegible]

DATE 3-29-73 4 PM 10 CRYSTAL

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Oak Bluff Development, LLC
 ("Grantor") in the state aforesaid, for and in consideration of the sum of
 ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before
 the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby
 acknowledged, has granted, bargained, sold and released, and by these presents does grant,
 bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and
 assigns, forever, the following described property which is granted, bargained, sold and released
 for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives,
 and cul-de-sacs situate, lying and being in the City of Charleston, County of Berkeley
 State of South Carolina, identified as (list street names) "OAK BLUFF AVENUE 30' R/W" and
"TANGLES TRAIL 30' R/W"

as shown and designated on a plat entitled "SUBDIVISION PLAT SHOWING OAK BLUFF
PHASE 1B (4.742 AC.), A PORTION OF TRACT A, TMS 269-00-00-043, PROPERTY OF
OAK BLUFF DEVELOPMENT LLC, LOCATED IN THE CITY OF CHARLESTON,
BERKELEY COUNTY, SOUTH CAROLINA"

prepared by Andrew C. Gillette
 dated August 4, 2017, revised _____, and recorded on _____
 in Plat Book _____ at Page _____ in the ROD Office for Berkeley County.
 Said property butting and bounding, measuring and containing, and having such courses and
 distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
 complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
Hofford Farm Hill, LLC dated March 20, 2015 and recorded
April 10, 2015 in Book 11314 at Page 44 in the ROD Office for
Berkeley County, South Carolina.

Grantee's Mailing Address:

City of Charleston
 Department of Public Service
 Engineering Division
 2 George Street
 Suite 2100
 Charleston, South Carolina 29401

Portion of TMS No.:

269-00-00-043

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this _____ day of December 20 17 .

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness Number One

Susan Bahr
Printed Name

[Signature]
Witness Number Two

Chelsea Clayton
Printed Name

Grantor
[Signature]

James Cone, CFO
Printed Name

STATE OF South Carolina)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by James Cone, the CFO of Oak Bluff Development, LLC, a SC limited liability company, on behalf of the Grantor on the 12 day of December, 20 17.

Signature of Notary: [Signature]

Print Name of Notary: Holly Sellers

Notary Public for South Carolina

My Commission Expires: 4/22/24

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Oak Bluff Development, LLC
to City of Charleston on December, 2017.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): #1 Value less than \$100.00 (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES _____ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is N/A.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Andru Blonquist
Responsible Person Connected with the Transaction

Andru Blonquist, Sr. VP Land Development
Print or Type Name Here

Sworn this 12th day of December 2017
[Signature]
Notary Public for South Carolina
My Commission Expires: 4/22, 2024



STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BERKELEY)

EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of December 2017, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Oak Bluff Development, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Berkeley County tax map number 269-00-00-043 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled;

"SUBDIVISION PLAT SHOWING OAK BLUFF PHASE 1B (4.742 AC.), A PORTION OF TRACT A, TMS 369-00-00-043, PROPERTY OF OAK BLUFF DEVELOPMENT LLC, LOCATED IN THE CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA"

Prepared and executed by Andrew G. Gillette dated August 4, 2017,
revised on _____, and recorded on _____ in Plat
Book _____ at Page _____ in the ROD Office for Berkeley, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

Witness #1

Witness #2

OWNER:

Name: Oak Bluff Development, LLC
James Cone, CFO

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by James Cone, the CFO of Oak Bluff Development, LLC, a SC limited liability company, on behalf of the Owner on 12/12/17.

Signature: _____

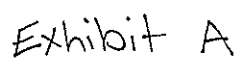
Print Name of Notary: Holly Sellers

Notary Public for South Carolina

My Commission Expires: 4/22/24

SEAL OF NOTARY







City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

MEMORANDUM

To: Mayor John J. Tecklenburg
Councilmembers of the City Council of Charleston

From: Laura S. Cabiness, P.E., Director,
Department of Public Service

Date: January 11, 2018

Subject: Community Rating System-Charleston Regional Hazard Mitigation Plan for 2017-2018

The Department of Public Service has completed this year's review of the Charleston Regional Hazard Mitigation Plan for 2017-2018 as required by the Community Rating System (CRS). Copies of the Executive Summary are provided herein to the Mayor and all Councilmembers of the City of Charleston. Questions or comments should be directed to the Building Services Department of Charleston County by sending an email to the following address: buildingservices@charlestoncounty.org or by calling 843-202-6940. If you should have any additional questions, please do not hesitate to contact me at 843-724-3754.

Copy: Thomas F. O'Brien, Jr., Deputy Director, Department of Public Service
Edye Graves, Chief Building Official
Mark Wilbert, Emergency Manager

Executive Summary for the Charleston Regional Hazard Mitigation Plan 2017-2018, 5 year update

Purpose

- Preparation and maintenance of a hazard mitigation plan is a Federal requirement to comply with the Disaster Mitigation Act of 2000.

The Hazard Mitigation Plan allows the covered jurisdictions the ability to receive:

- FEMA Pre- and Post-Disaster Assistance
- FEMA hazard mitigation project grants
- CRS credit (applicable to many hazard and floodplain management activities of the County)

Process

- Federal Requirement that the Plan must be updated and re-adopted every 5 years to maintain active status.
 - The Charleston Regional Hazard Mitigation and Public Information Committee participates in, recommends and approves updates and changes to the Plan. The Committee is made up of representatives from 31 local jurisdictions and agencies, and 177 non-profit and private partners, making this a regional plan.
 - County Council is asked to approve and adopt the plan for the next 5 years
 - Improvements are made yearly between adoptions and Council is notified
 - Common Plan for all communities but each jurisdiction/agency adopts it independently in order to be eligible for FEMA assistance, grants and CRS credit.

Jurisdictions and Agencies Participating and Adopting the Hazard Mitigation Plan:

Unincorporated Charleston County

*Town of Awendaw
City of Charleston
City of Folly Beach
Town of Hollywood
City of Isle of Palms
Town of James Island
Town of Kiawah Island
Town of Lincolnville
Town of McClellanville
Town of Meggett
Town of Mount Pleasant
City of North Charleston
Town of Ravenel
Town of Rockville
Town of Seabrook Island*

*Town of Sullivan's Island
Charleston County Parks and Recreation Commission
Charleston County School District
Charleston Water System
College of Charleston
Cooper River Parks & Playground Commission
James Island Public Service District Commission
Mount Pleasant Waterworks Commission
North Charleston District
North Charleston Sewer District
Roper St. Francis Healthcare
St. Andrews Parish Park & Recreation Commission
St. Andrews Public Service District
St. John's Fire District Commission
St. Paul's Fire District Commission*

Practice

- The plan includes detailed sections describing the following:
 - Background of the Charleston Region
 - Goals of the Plan
 - Details of the planning process – input via citizen and jurisdiction surveys and Committee input through meetings.
 - Hazard Identification and Assessment
 - Problem Assessment – vulnerabilities in buildings, infrastructure and critical facilities; known flood damages and impacts; economic impact; and resiliency to hazards.
 - Possible Activities – projects through Project Impact, Drainage Improvements
 - Action Plans and Status Reports
 - All jurisdictions must create this document; outlines all the hazard mitigation actions that each jurisdiction is conducting along with a status of the project
 - Public Information Plan is included as Appendix A.1. A stand-alone analysis and plan is required for CRS credit.



A RESOLUTION FOR THE ADOPTION OF THE REVISED
CHARLESTON REGIONAL HAZARD MITIGATION PLAN BY
CHARLESTON CITY COUNCIL

Resolution no.

WHEREAS the City of Charleston has experienced the effects of natural and man-made hazard events; and

WHEREAS the Charleston Regional Hazard Mitigation and Public Information Plan Committee has prepared a recommended *Charleston Regional Hazard Mitigation Plan*; and

WHEREAS the recommended *Charleston Regional Hazard Mitigation Plan* has been widely circulated for review by residents / business organizations / professional organizations of the unincorporated and incorporated areas of Charleston County, state, federal, regional and local government agencies and has been supported by those reviewers; and

WHEREAS the City of Charleston originally adopted the *Charleston Regional Hazard Mitigation Plan* in 1999 and readopted it in 2004, 2008 and 2013 and it is required to adopt the amended version of this plan on a five-year cycle for the County to remain eligible for certain Federal programs in which the City of Charleston participates, and

NOW THEREFORE be it resolved that

1. The *Charleston Regional Hazard Mitigation Plan* is hereby adopted as an official plan of the City of Charleston, and
2. The Charleston Regional Hazard Mitigation and Public Information Plan Committee is recognized as a continuing entity charged with reviewing, maintaining in accordance with Community Rating System, Flood Mitigation Assistance, disaster Mitigation Act and Program for Public

Information requirements, and periodically reporting on the progress towards and revisions to the plan to the City Council of Charleston.

Effective this _____ Day of _____, 2018

John J. Tecklenburg, Mayor

Vanessa Turner Maybank,
Clerk of Council